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Administrative Agreement
on Consent

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

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FILED
EPA REGION VIII
HEARING CLERK

IN THE MATTER OF:
Smurfit Stone Mill Site
Missoula, Missoula County, Montana

International Paper Company
WestRock CP, LLC
M2Green Redevelopment LLC

Respondents

ADMINISTRATIVE SETTLEMENT
AGREEMENT AND ORDER ON CONSENT
FOR REMEDIAL INVESTIGATION/
FEASIBILITY STUDY

U.S. EPA Region 8
CERCLA Docket
No. CERCLA-08-2016-0001

Proceeding Under Sections 104, 107 and 122
of
the Comprehensive Environmental Response,
Compensation, and Liability Act, as amended,
42 U.S.C. §§ 9604, 9607 and 9622.

I. JURISDICTION AND GENERAL PROVISIONS

1. This Administrative Settlement Agreement and Order on Consent (Settlement Agreement) is entered into voluntarily by the United States Environmental Protection Agency (EPA) and the International Paper Company, WestRock CP, LLC, and M2Green LLC (Respondents). This Settlement Agreement concerns the preparation and performance of a remedial investigation (RI) at the Smurfit Stone Mill Site, also known as the Frenchtown Mill, located at 14377 Pulp Mill Road, Missoula, Montana which is approximately 11 miles northwest of the City of Missoula, Montana and approximately 3 miles south of the town of Frenchtown, Montana (Site). This Settlement Agreement also concerns the reimbursement of response costs incurred by EPA in connection with the Site.

2. This Settlement Agreement is issued under the authority vested in the President of the United States by Sections 104, 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9604, 9607 and 9622 (CERCLA). This authority was delegated to the Administrator of EPA on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2926 (Jan. 29, 1987), and further delegated to Regional Administrators on May 11, 1994, by EPA Delegation Nos. 14-14-C and 14-14-D. This authority was further re-delegated by the Regional Administrator of EPA Region 8 to the director of the Office of Ecosystems Protection and Remediation by delegation 14-14-C and jointly to supervisors in the Legal and Technical Enforcement Programs by delegation 14-14-D.

3. In accordance with Sections 104(b)(2) and 122(j)(1) of CERCLA, 42 U.S.C. §§ 9604(b)(2) and 9622(j)(1), EPA notified the U.S. Department of Interior Natural Resource Trustee, the Montana Natural Resource Damage Program, and Montana Governor Steve Bullock of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal and/or state trusteeship.

4. EPA and Respondents recognize that this Settlement Agreement has been negotiated in good faith and that the actions undertaken by Respondents in accordance with this Settlement Agreement do not constitute an admission of any liability. Respondents do not admit any liability to the United States or any third party arising out of any of the conditions related to the Site, nor do they acknowledge that any release or threatened release of hazardous substances has occurred at or from the Site, or that any such claimed release or threatened release constitutes an imminent or substantial endangerment to the public health or welfare or to the environment. Respondents do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the findings of fact, conclusions of law and determinations in Sections V and VI of this Settlement Agreement. Respondents agree to comply with and be bound by the terms of this Settlement Agreement and further agree that they will not contest the basis or validity of this Settlement Agreement or its terms.

II. PARTIES BOUND

5. This Settlement Agreement applies to and is binding upon EPA and upon Respondents and their successors and assigns. Any change in ownership or corporate status of a Respondent including, but not limited to, any transfer of assets or real or personal property shall

not alter such Respondent's responsibilities under this Settlement Agreement, unless otherwise agreed to in writing by EPA.

6. Respondents are jointly and severally liable for carrying out all activities required by this Settlement Agreement. In the event of the insolvency or other failure of any one or more Respondents to implement the requirements of this Settlement Agreement, the remaining Respondents shall complete all such requirements.

7. Respondents shall ensure that their contractors, subcontractors, and representatives receive a copy of this Settlement Agreement and comply with this Settlement Agreement. Respondents shall be responsible for any noncompliance with this Settlement Agreement by their contractors, subcontractors or representatives.

8. Each undersigned representative of Respondents certifies that he or she is fully authorized to enter into the terms and conditions of this Settlement Agreement and to execute and legally bind Respondents to this Settlement Agreement.

III. STATEMENT OF PURPOSE

9. In entering into this Settlement Agreement, the objectives of EPA and Respondents are: (a) to determine the nature and extent of contamination and any threat to the public health, welfare, or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants at or from the Site, by conducting a Remedial Investigation and (b) to recover response and oversight costs incurred by EPA with respect to this Settlement Agreement, as well as Past Response Costs.

10. The Work conducted under this Settlement Agreement is subject to approval by EPA and shall provide all appropriate and necessary information to assess Site conditions consistent with CERCLA and the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. Part 300 (NCP). Respondents shall conduct all Work under this Settlement Agreement in compliance with CERCLA, the NCP, and all applicable EPA guidance documents, policies, and procedures.

IV. DEFINITIONS

11. Unless otherwise expressly provided herein, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

a. "CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

b. "Day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

c. "DEQ" shall mean the Montana Department of Environmental Quality and any successor departments or agencies of the State.

d. "Effective Date" shall be the effective date of this Settlement Agreement as provided in Section XXIX.

e. "EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

f. "Engineering Controls" shall mean constructed containment barriers or systems that control one or more of the following: downward migration, infiltration or seepage of surface runoff or rain; or natural leaching migration of contaminants through the subsurface over time. Examples include caps, engineered bottom barriers, immobilization processes, and vertical barriers.

g. "Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this Settlement Agreement, verifying the Work, or otherwise implementing, overseeing, or enforcing this Settlement Agreement, including but not limited to, payroll costs, contractor costs, travel costs, laboratory costs, Agency for Toxic Substances and Disease Registry ("ATSDR") costs, if any, the costs incurred pursuant to Paragraph 70 (costs and attorneys' fees and any monies paid to secure access, including the amount of just compensation), Paragraph 56 (emergency response), and Paragraph 100 (Work takeover), and all costs, including direct and indirect costs, (a) paid by the United States in connection with the Site between March 31, 2013 and the Effective Date, or (b) incurred prior to the Effective Date, but paid after that date. Future Response Costs shall also include all Interest on those Past Response Costs Respondents have agreed to reimburse under this Settlement Agreement that has accrued pursuant to 42 U.S.C. § 9607(a) during the period from 09/02/2014 to the Effective Date of this Settlement Agreement.

h. "Institutional controls" shall mean non-engineered instruments, such as administrative and/or legal controls, that help to minimize the potential for human exposure to contamination and/or protect the integrity of a remedy by limiting land and/or resource use. Examples of institutional controls include easements and covenants, zoning restrictions, special building permit requirements, and well drilling prohibitions.

i. "Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

j. "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

k. "Operable Unit 1" or "OU1" shall mean several non-contiguous parcels of agricultural land totaling approximately 1570 acres located along the perimeters of the Site to the north, south, and east. OU1 is depicted in the map attached hereto as Appendix B.

l. "Operable Unit 2" or "OU2" shall mean the former industrial area of the Site, comprising approximately 255 acres. OU2 is depicted in the map attached hereto as Appendix B.

m. "Operable Unit 3" or "OU3" shall mean land formerly used for wastewater treatment and treated wastewater holding and solid waste storage, as well as Site-wide ground water containing or impacted by hazardous substances from Site activities. OU3 also includes locations in the Clark Fork River, where hazardous substances from Site activities have come to be located, if any. It is generally depicted in the map attached hereto as Appendix B.

n. "Paragraph" shall mean a portion of this Settlement Agreement identified by an Arabic numeral.

o. "Parties" shall mean EPA and Respondents.

p. "Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States paid at or in connection with the Site through March 31, 2013.

q. "RCRA" shall mean the Resource Conservation and Recovery Act, also known as the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901, *et seq.*

r. "Respondents" shall mean the WestRock CP, LLC, International Paper Company, and M2Green Redevelopment LLC.

s. "Section" shall mean a portion of this Settlement Agreement identified by a Roman numeral.

t. "Settlement Agreement" shall mean this Administrative Settlement Agreement and Order on Consent, all appendices attached hereto (listed in Section XXVII) and all documents incorporated by reference into this document including without limitation EPA-approved submissions. EPA-approved submissions (other than progress reports) are incorporated into and become a part of the Settlement Agreement upon approval by EPA. In the event of conflict between this Settlement Agreement and any appendix or other incorporated documents, this Settlement Agreement shall control.

u. "Site" shall mean the Smurfit Stone Mill Superfund Site, located at 14377 Pulp Mill Road, encompassing approximately 3,200 acres, in Missoula County, Montana, and depicted generally on the map attached as Appendix B.

v. "State" shall mean the State of Montana.

w. "Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33) of CERCLA, 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous material" under applicable Montana law.

x. "Work" shall mean all activities Respondents are required to perform under this Settlement Agreement, except those required by Section XIV (Retention of Records).

V. EPA'S FINDINGS OF FACT

12. The Site encompasses approximately 3,200 acres and is located 11 miles northwest of Missoula, and three miles south of Frenchtown, Montana (Appendix B). From approximately 1957 through 2010, various entities operated a pulp and paper mill at the Site. Portions of the Site sit within the 100-year floodplain.

13. The core industrial footprint of the mill facility at the Site covers approximately 100 acres. Over 900 acres of the Site consist of a series of unlined ponds used to store both treated and untreated wastewater effluent from the mill, as well as primary sludge recovered from untreated wastewater. Some ponds initially used to store wastewater were subsequently drained and used for the landfilling of various solid wastes produced at the mill.

14. Much of the remaining acreage of the Site is used for agricultural purposes, including cattle grazing, alfalfa, and grain crop production.

15. In 1956, the Waldorf Paper Products Company, a Minnesota corporation, acquired the Site and began operating a pulp mill.

16. In January of 1957, Missoula County granted the Northern Pacific Railway (NP) an easement for the spur line to cross the Missoula County Highway (Mullen Road).

17. Beginning in February 1957, NP began acquiring a strip of land on the Site to build a short spur line off its mainline (the Spur). NP used the Spur to bring raw materials and chemicals to the Site, and to transfer paper products from the Site. NP went through various mergers and is now BNSF Railway Company (BNSF).

18. The Waldorf Paper Products Company merged with Hoerner Boxes, Inc., an Iowa corporation, in 1966 to create the Hoerner Waldorf Corporation, a Delaware corporation. In 1977, the Hoerner Waldorf Corporation merged with Champion International Corporation (Champion), a New York corporation, with Champion being the surviving entity. The Hoerner Waldorf Corporation and Champion International Corporation continued paper pulping operations at the Site. In 2000, Champion merged with the International Paper Company (International Paper), a New York corporation.

19. In 1971 and 1978, Hoerner Waldorf Corporation and Champion deeded operating portions of the Site to Missoula County. Missoula County leased the portions back to Hoerner Waldorf Corporation and Champion. In 1986, Missoula County deeded all its Site property to Champion.

20. In 1986, Champion transferred the Site to Stone Container Corporation (Stone). Upon the sale, Stone began operations at the mill.

21. In 1987, BNSF and Montana Rail Link, Inc. (MRL), a privately held, Class II Railroad, entered into an agreement that gave MRL rights to use the Spur. Thereafter, MRL used the Spur to transport customer materials to and from the Site.

22. In 1998, Stone Container Corporation merged with Jefferson Smurfit Corporation to create a new entity called Smurfit Stone Container Corporation (Smurfit), a Delaware corporation.

23. In 2009, Smurfit filed for bankruptcy. In 2010, Smurfit ceased operations at the Site.

24. After emerging from bankruptcy, Smurfit conveyed the Site to MLR Investment, LLC, on May 3, 2011. The same day, MLR Investment, LLC, conveyed the Site to M2Green Redevelopment, LLC, an Illinois limited liability company. In May 2011, Smurfit merged into RockTenn CP, LLC. WestRock CP, LLC is the successor to RockTenn CP, LLC.

25. Site activities, including but not limited to the paper pulping process resulted in metals such as arsenic, lead, and manganese being released into surface water, as well as soils at the Site.

26. The use of chlorine for the bleaching of pulp produced chlorinated organic compounds, including dioxins and furans. These substances were released into the surface and groundwater, as well as soils at the Site.

27. Dioxins and furans can accumulate in fish and reach levels that are unsafe for human consumption. Certain laboratory studies document that animals exposed to elevated levels of dioxins and furans may exhibit changes in hormone systems, development of fetuses, and decreased ability to reproduce. Dioxins and furans may also cause immune suppression, chloroachne, and developmental effects in children.

28. The Site was proposed for inclusion on the National Priorities List (NPL) pursuant to CERCLA Section 105, 42 U.S.C. § 9605, on May 24, 2013. It has subsequently been divided into OU1, OU2, and OU3 to facilitate investigation, evaluation and reuse of the Site.

VI. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, EPA has determined that:

29. The Site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

30. The contamination found at the Site, as described in the Findings of Fact above, includes "hazardous substances" as defined in Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).

31. The conditions described in the Findings of Fact above constitute an actual and/or threatened "release" of a hazardous substance from the facility as defined in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22).

32. Each Respondent is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).

33. Respondents are responsible parties under Sections 104, 107 and 122 of CERCLA, 42 U.S.C. §§ 9604, 9607 and 9622.

34. Respondent M2Green Redevelopment LLC is an "owner" and/or "operator" of the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(1) of CERCLA, 42 U.S.C. § 9607(a)(1).

35. Respondents International Paper Company and WestRock CP, LLC are successors to entities that were the "owners" and/or "operators" of the facility at the time of disposal of hazardous substances at the facility, as defined by Section 101(20) of CERCLA, 42 U.S.C. § 9601(20), and within the meaning of Section 107(a)(2) of CERCLA, 42 U.S.C. § 9607(a)(2).

36. The actions required by this Settlement Agreement are necessary to protect the public health, welfare or the environment, are in the public interest, 42 U.S.C. § 9622(a), are consistent with CERCLA and the NCP, 42 U.S.C. §§ 9604(a)(1), 9622(a), and will expedite effective remedial action and minimize litigation, 42 U.S.C. § 9622(a).

37. EPA has determined that Respondents are qualified to conduct the RI within the meaning of Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), and will carry out the Work properly and promptly, in accordance with Sections 104(a) and 122(a) of CERCLA, 42 U.S.C. §§ 9604(a) and 9622(a), if Respondents comply with the terms of this Settlement Agreement.

VII. SETTLEMENT AGREEMENT

38. Based upon the foregoing Findings of Fact and Conclusions of Law and Determinations, it is hereby Ordered and Agreed that Respondents shall comply with all provisions of this Settlement Agreement, including, but not limited to, all appendices to this Settlement Agreement and all documents incorporated by reference into this Settlement Agreement.

VIII. DESIGNATION OF CONTRACTORS AND PROJECT COORDINATORS

39. Selection of Contractors, Personnel. All Work performed under this Settlement Agreement shall be under the direction and supervision of qualified personnel. Within 10 days of the Effective Date of this Order, and before the Work outlined below begins, Respondents shall notify EPA in writing of the names, titles, and qualifications of the personnel, including contractors, subcontractors, consultants and laboratories to be used in carrying out such Work. With respect to any proposed contractor, Respondents shall demonstrate that the proposed contractor has a quality system which complies with ANSI/ASQC E4-1994, "Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental

Technology Programs," (American National Standard, January 5, 1995, or most recent version), by submitting a copy of the proposed contractor's Quality Management Plan (QMP). The QMP should be prepared in accordance with "EPA Requirements for Quality Management Plans (QA/R-2)," (EPA/240/B-01/002, March 2001 or subsequently issued guidance) or equivalent documentation as determined by EPA. The qualifications of the persons undertaking the Work for Respondents shall be subject to EPA's review, for verification that such persons meet minimum technical background and experience requirements. This Settlement Agreement is contingent on Respondents' demonstration to EPA's satisfaction that Respondents are qualified to perform properly and promptly the actions set forth in this Settlement Agreement. If EPA disapproves in writing of any person's technical qualifications, Respondents shall notify EPA of the identity and qualifications of the replacements within 45 days of the written notice. If EPA subsequently disapproves of the replacement, EPA reserves the right to terminate this Settlement Agreement and to conduct a complete RI/FS, and to seek reimbursement for costs and penalties from Respondents. During the course of the RI, Respondents shall notify EPA in writing of any changes or additions in the personnel used to carry out such Work, providing their names, titles, and qualifications. EPA shall have the same right to disapprove changes and additions to personnel as it has hereunder regarding the initial notification.

40. Within 10 days after the Effective Date, Respondents shall designate a Project Coordinator who shall be responsible for administration of all actions by Respondents required by this Order and shall submit to EPA the designated Project Coordinator's name, address, telephone number and qualifications. To the greatest extent possible, the Project Coordinator shall be present on Site or readily available during Site Work. EPA retains the right to disapprove of the designated Project Coordinator. If EPA disapproves of the designated Project Coordinator, Respondents shall retain a different Project Coordinator and shall notify EPA of that person's name, address, telephone number and qualifications within 14 days following EPA's disapproval. Respondents shall have the right to change their Project Coordinator, subject to EPA's right to disapprove. Respondents shall notify EPA 14 days before such a change is made. The initial notification may be made orally, but shall be promptly followed by a written notification. Receipt by Respondents' Project Coordinator of any notice or communication from EPA relating to this Settlement Agreement shall constitute receipt by Respondents.

41. EPA has designated Sara Sparks of the Region 8 Montana Office as its Remedial Project Manager. EPA will notify Respondents of a change of its designated Project Manager. DEQ has designated Keith Large as its State Site Project Officer. DEQ will notify Respondents of a change in its designated State Site Project Officer. Except as otherwise provided in this Settlement Agreement, Respondents shall direct all submissions required by this Settlement Agreement to the Project Manager at U.S. EPA Federal Building 400 N. Main Street Butte, Montana 59701 and by electronic mail to sparks.sara@epa.gov, and copy all submissions to the State Site Project Officer at the Montana Department of Environmental Quality, P.O. Box 200901, Helena, Montana 59620-0901 and by electronic mail to klarge@mt.gov.

42. EPA's Project Manager shall have the authority lawfully vested in a Remedial Project Manager (RPM) and On-Scene Coordinator (OSC) by the NCP. In addition, EPA's Project Manager shall have the authority consistent with the NCP, to halt any Work required by this Settlement Agreement, and to take any necessary response action when she determines that conditions at the Site may present an immediate endangerment to public health or welfare or the

environment. The absence of the EPA Project Manager from the area under study pursuant to this Settlement Agreement shall not be cause for the stoppage or delay of Work.

43. EPA shall arrange for a qualified person to assist in its oversight and review of the conduct of the RI, as required by Section 104(a) of CERCLA, 42 U.S.C. Section 9604(a). Such person shall have the authority to observe Work and make inquiries in the absence of EPA, but not to modify the RI Work Plan.

IX. WORK TO BE PERFORMED

44. Respondents shall conduct the RI in accordance with the provisions of this Settlement Agreement, CERCLA, the NCP and applicable or appropriate EPA guidance, including, but not limited to the "Interim Final Guidance for Conducting Remedial Investigations and Feasibility Studies under CERCLA" (OSWER Directive # 9355.3-01, October 1988 or subsequently issued guidance), "Guidance for Data Useability in Risk Assessment" (OSWER Directive #9285.7-05, October 1990 or subsequently issued guidance), and guidance referenced therein, as may be amended or modified by EPA. The Remedial Investigation (RI) shall consist of collecting data to characterize site conditions, determining the nature and extent of the contamination at or from the Site and assessing risk to human health and the environment. Upon request by EPA, Respondents shall submit in electronic form all portions of any plan, report or other deliverable Respondents are required to submit pursuant to provisions of this Settlement Agreement.

45. RI Work Plan. Respondents previously submitted and EPA has reviewed, provided comments on and approved the Remedial Investigation (RI) Work Plan attached to this Settlement Agreement as Appendix A. The RI Work Plan documents the Site-specific objectives of the RI and a general management approach for the Site, including but not limited to, dividing the Site into three operable units (OUs). The RI Work Plan consists of the following documents:

- a. Overview, including a conceptual model for each OU and a schedule for the RI activities and deliverables.
- b. Sampling and Analysis Plan. A Sampling and Analysis Plan, consisting of a historical data summary table, Field Sampling Plan (FSP) and a Quality Assurance Project Plan (QAPP), as described in guidances, including, without limitation, "EPA Guidance for Quality Assurance Project Plans (QA/G-5)" (EPA/600/R-02/009, December 2002 or subsequently issued guidance), and "EPA Requirements for Quality Assurance Project Plans (QA/R-5)" (EPA 240/B-01/003, March 2001 or subsequently issued guidance).
- c. Site Health and Safety Plan. A Site Health and Safety Plan that ensures the protection of on-site workers and the public during performance of on-site Work under this Settlement Agreement. This plan was prepared in accordance with EPA's Standard Operating Safety Guide (PUB 9285.1-03, PB 92-963414, June 1992 or subsequently issued guidance). In addition, the plan complies with all currently applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 C.F.R. Part 1910.
- d. Community Involvement Plan. EPA will prepare a community involvement plan, in accordance with EPA guidance and the NCP. As requested by EPA,

Respondents shall provide information supporting EPA's community involvement plan and shall participate in the preparation of such information for dissemination to the public and in public meetings which may be held or sponsored by EPA to explain activities at or concerning the Site.

e. Site Characterization. Respondents shall implement the provisions of these plans to characterize the Site. Respondents shall complete Site characterization and submit all plans, reports and other deliverables in accordance with the schedules and deadlines established in this Settlement Agreement, and/or the EPA-approved RI Work Plan and Sampling and Analysis Plan.

f. Reuse Assessment. EPA has determined that preparation of a Reuse Assessment is appropriate. Accordingly, Respondents will perform the Reuse Assessment in accordance with the RI Work Plan and applicable guidance. The Reuse Assessment should provide sufficient information to develop realistic assumptions of the reasonably anticipated future uses for the Site. Respondents shall prepare the Reuse Assessment in accordance with EPA guidance, including, but not limited to: "Reuse Assessments: A Tool to Implement the Superfund Land Use Directive," OSWER Directive 9355.7-06P, June 4, 2001 or subsequently issued guidance, in order to potentially support a baseline risk assessment.

g. Draft Remedial Investigation Report. Within 45 days after the completion of the Reuse Assessment, Respondents shall submit to EPA for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions), a Draft Remedial Investigation Report consistent with the RI Work Plan. The RI Report shall consist of three individual reports, one for each OU.

46. Modification of the RI Work Plan.

a. If at any time during the RI process, Respondents identify a need for additional data, Respondents shall submit a memorandum documenting the need for additional data to the EPA Project Manager within 14 days of identification. EPA in its discretion will determine whether the additional data will be collected by Respondents and whether it will be incorporated into plans, reports and other deliverables.

b. In the event of unanticipated or changed circumstances at the Site, Respondents shall notify the EPA Project Manager by telephone within 24 hours of discovery of the unanticipated or changed circumstances. In the event that EPA determines that the immediate threat or the unanticipated or changed circumstances warrant changes in the RI Work Plan, EPA shall modify or amend the RI Work Plan in writing accordingly. Respondents shall perform the RI Work Plan as modified or amended.

c. EPA may determine that in addition to tasks defined in the initially approved RI Work Plan, other additional Work may be necessary to accomplish the objectives of the RI. Respondents agree to perform these response actions in addition to those required by the initially approved RI Work Plan, including any approved modifications, if EPA determines that such actions are necessary for a complete RI in accordance with CERCLA and the NCP.

d. Respondents shall confirm their willingness to perform the additional RI Work in writing to EPA within 14 days of receipt of the EPA request. If Respondents object to

performing the additional RI Work, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution). The RI Work Plan shall be modified in accordance with the final resolution of the dispute.

e. Respondents shall complete the additional Work according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the RI Work Plan or written RI Work Plan supplement. EPA reserves the right to conduct the Work itself at any point, to seek reimbursement from Respondents, and/or to seek any other appropriate relief.

47. Feasibility Study. After completion of the RI, EPA may determine that a Feasibility Study (FS) is necessary at one or more OUs of the Site due to releases or potential releases of hazardous substances posing a threat to human health or the environment. Within 60 days after written notice from EPA that a FS is necessary at one or more OUs at the Site, Respondents shall submit a work plan for performance of such FS (FS Work Plan). Respondents agree to prepare any FS in accordance with the NCP and the other requirements referenced in this Settlement Agreement, in addition to those actions required by the initially approved RI Work Plan, including any approved modifications, if EPA, in accordance with this Section IX determines that an FS is necessary.

a. Respondents shall confirm their willingness to perform the FS in writing to EPA within 14 days of receipt of the EPA request. If Respondents object to performing the FS, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution). The FS Work Plan shall be modified in accordance with the final resolution of the dispute.

b. Respondents shall complete the additional Work according to the standards, specifications, and schedule set forth or approved by EPA in a written modification to the RI Work Plan or written RI Work Plan supplement. EPA reserves the right to conduct the Work itself at any point, to seek reimbursement from Respondents, and/or to seek any other appropriate relief.

c. Any FS shall determine and evaluate (in light of treatability testing, where appropriate) alternatives for remedial action to prevent, mitigate or otherwise respond to or remedy the release or threatened release of hazardous substances, pollutants, or contaminants at or from the Site. The alternatives evaluated must include, at a minimum, the range of alternatives described in the NCP, and shall include remedial actions that utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable. In evaluating the alternatives, Respondents shall address the factors required to be taken into account by Section 121 of CERCLA, 42 U.S.C. § 9621, and Section 300.430(e) of the NCP, 40 C.F.R. § 300.430(e) and relevant guidance.

48. Treatability Studies. Respondents shall conduct treatability studies, except where Respondents can demonstrate to EPA's satisfaction that they are not needed. In accordance with the schedules or deadlines established in this Settlement Agreement and/or the EPA-approved RI Work Plan, Respondents shall provide EPA with the following plans, reports, and other deliverables for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions):

- a. Identification of Candidate Technologies Memorandum. This memorandum shall be submitted as specified by EPA.
- b. Treatability Testing Statement of Work. If EPA determines that treatability testing is required, within 45 days thereafter, or as specified by EPA, Respondents shall submit a Treatability Testing Statement of Work (TTSOW).
- c. Treatability Testing Work Plan. Within 45 days after submission of the TTSOW, Respondents shall submit a Treatability Testing Work Plan, including a schedule.
- d. Treatability Study Sampling and Analysis Plan. Within 45 days after identification of the need for a separate or revised QAPP or FSP, Respondents shall submit a Treatability Study Sampling and Analysis Plan.
- e. Treatability Study Site Health and Safety Plan. Within 45 days after the identification of the need for a revised Health and Safety Plan, Respondents shall submit a Treatability Study Site Health and Safety Plan.
- f. Treatability Study Evaluation Report. Within 45 days after completion of any treatability testing, Respondents shall submit a treatability study evaluation report as provided in the Statement of Work and Work Plan.

49. Development and Screening of Alternatives. Respondents shall develop an appropriate range of waste management options that will be evaluated through the development and screening of alternatives, as provided in the FS Work Plan. In accordance with the schedules or deadlines established in this Settlement Agreement, and/or the EPA-approved FS Work Plan, Respondents shall provide EPA with the following deliverables for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions):

- a. Memorandum on Remedial Action Objectives and Development and Screening of Alternatives. The Memorandum on Remedial Action Objectives shall include remedial action objectives for Engineering Controls as well as for Institutional Controls. The Memorandum shall also summarize the development and screening of remedial action alternatives. The Memorandum shall also summarize any treatability data collected to support the FS.

- b. Detailed Analysis of Alternatives. Respondents shall conduct a detailed analysis of remedial alternatives, as described in the FS Work Plan. In accordance with the deadlines or schedules established in this Settlement Agreement, the SOW and/or the EPA-approved RI or FS Work Plan, Respondents shall provide EPA with the following deliverables and presentation for review and approval pursuant to Section X (EPA Approval of Plans and Other Submissions):

- i. Report on Comparative Analysis and Presentation to EPA. Within 45 days after Respondents have completed the detailed analysis of the remedial alternatives for the Site, Respondents will submit a report on comparative analysis to EPA. Within 45 days of submitting the report on comparative analysis, Respondents will present to EPA a summary of

the findings of the remedial investigation and remedial action objectives, and present the results of the nine criteria evaluation and comparative analysis, as described in the SOW.

ii. Alternatives Analysis for Institutional Controls and Screening.

Respondents shall submit a memorandum on the Institutional Controls identified in the Memorandum on Development and Screening of Alternatives as potential remedial actions. The Alternatives Analysis for Institutional Controls and Screening shall (1) state the objectives (i.e., what will be accomplished) for the Institutional Controls; (2) determine the specific types of Institutional Controls that can be used to meet the remedial action objectives; (3) investigate when the Institutional Controls need to be implemented and/or secured and how long they must be in place; (4) research, discuss and document any agreement with the proper entities (e.g., state, local government entities, local landowners, conservation organizations, Respondents) on exactly who will be responsible for securing, maintaining and enforcing the Institutional Controls. The Alternatives Analysis for Institutional Controls and Screening shall also evaluate the Institutional Controls identified in the Memorandum on Development and Screening of Alternatives against the nine evaluation criteria outlined in the NCP (40 C.F.R. 300.430(e)(9)(iii)) for CERCLA cleanups, including but not limited to costs to implement, monitor and/or enforce the Institutional Controls. The Alternatives Analysis for Institutional Controls and Screening shall be submitted as an appendix to the Draft Feasibility Study Report.

50. Draft Feasibility Study Report. Within 90 days after the presentation to EPA described in Paragraph 49.b.i., Respondents shall submit to EPA a Draft Feasibility Study Report. Respondents shall refer to Table 6-5 of the RI/FS Guidance for report content and format. The report, as amended, and the administrative record, shall provide the basis for the proposed plan under CERCLA Sections 113(k) and 117(a) by EPA, and shall document the development and analysis of remedial alternatives.

51. Upon receipt of the draft FS report, EPA will evaluate, as necessary, the estimates of the risk to the public and environment that are expected to remain after a particular remedial alternative has been completed and will evaluate the durability, reliability and effectiveness of any proposed Institutional Controls.

52. Nothing in this Section shall be construed to limit EPA's authority to require performance of further response actions at the Site.

53. Off-Site Shipment of Waste Material. Respondents shall, prior to any off-site shipment of Waste Material from the Site to an out-of-state waste management facility, provide written notification of such shipment of Waste Material to the appropriate state environmental official in the receiving facility's state and to EPA's Designated Project Manager. However, this notification requirement shall not apply to any off-site shipments when the total volume of all such shipments will not exceed 10 cubic yards.

a. Respondents shall include in the written notification the following information: (1) the name and location of the facility to which the Waste Material is to be shipped; (2) the type and quantity of the Waste Material to be shipped; (3) the expected schedule for the shipment of the Waste Material; and (4) the method of transportation. Respondents shall notify the state in which the planned receiving facility is located of major changes in the

shipment plan, such as a decision to ship the Waste Material to another facility within the same state, or to a facility in another state.

b. The identity of the receiving facility and state will be determined by Respondents following the award of the contract for the remedial investigation and feasibility study. Respondents shall provide the information required by Subparagraphs 53.a and 53.c as soon as practicable after the award of the contract and before the Waste Material is actually shipped.

c. Before shipping any hazardous substances, pollutants, or contaminants from the Site to an off-site location, Respondents shall obtain EPA's certification that the proposed receiving facility is operating in compliance with the requirements of CERCLA Section 121(d)(3), 42 U.S.C. § 9621(d)(3), and 40 C.F.R. § 300.440. Respondents shall only send hazardous substances, pollutants, or contaminants from the Site to an off-site facility that complies with the requirements of the statutory provision and regulation cited in the preceding sentence.

54. Meetings. Respondents shall make presentations at, and participate in, meetings at the request of EPA during the initiation, conduct, and completion of the RI. In addition to discussion of the technical aspects of the RI, topics will include anticipated problems or new issues. Meetings will be scheduled at EPA's discretion.

55. Progress Reports. In addition to the plans, reports and other deliverables set forth in this Settlement Agreement, Respondents shall provide to EPA and the State monthly progress reports by the 10th day of each full calendar month following the Effective Date, unless EPA and Respondents agree in writing that another reporting frequency is appropriate based on the pace of the Work. At a minimum, with respect to the preceding month, these progress reports shall (1) describe the actions which have been taken to implement this Settlement Agreement during that month, (2) include all results of sampling and tests and all other data received by Respondents, (3) describe Work planned for the next two months with schedules for such Work and the overall project schedule for RI completion, and (4) describe any problems encountered and any anticipated problems, any actual or anticipated delays, and solutions developed and implemented to address any actual or anticipated problems or delays.

56. Emergency Response and Notification of Releases.

a. In the event of any action or occurrence during performance of the Work which causes or threatens a release of Waste Material from the Site that constitutes an emergency situation or may present an immediate threat to public health or welfare or the environment, Respondents shall immediately take all appropriate action in accordance with all applicable provisions of this Settlement Agreement, including, but not limited to, the Health and Safety Plan, in order to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondents shall also immediately notify the EPA Project Manager and the State Site Project Officer or, in the event of the EPA Project Manager's unavailability, the On Scene Coordinator (OSC) or the Regional Duty Officer at the Emergency Response and Preparedness Program, 303.293.1788 of the incident or Site conditions. In the event that Respondents fail to take appropriate response action as required by this Paragraph, and EPA

takes such action instead, Respondents shall reimburse EPA all costs of the response action not inconsistent with the NCP pursuant to Section XVIII (Payment of Response Costs).

b. In addition, in the event of any release of a hazardous substance from the Site, Respondents shall immediately notify the EPA Project Manager, the State Site Project Officer, the OSC or Regional Duty Officer at 303.293.1788 and the National Response Center at 800.424.8802. Respondents shall submit a written report to EPA within 7 days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. This reporting requirement is in addition to, and not in lieu of, reporting under Section 103(c) of CERCLA, 42 U.S.C. § 9603(c), and Section 304 of the Emergency Planning and Community Right-To-Know Act of 1986, 42 U.S.C. § 11004, *et seq.*

X. EPA APPROVAL OF PLANS AND OTHER SUBMISSIONS

57. After review of any plan, report or other item that is required to be submitted for approval pursuant to this Settlement Agreement, in a written notice to Respondents EPA shall: (a) approve, in whole or in part, the submission; (b) approve the submission upon specified conditions; (c) modify the submission to cure the deficiencies; (d) disapprove, in whole or in part, the submission, directing that Respondents modify the submission; or (e) any combination of the above. However, EPA shall not modify a submission without first providing Respondents at least one notice of deficiency and an opportunity to cure within 7 days, except where to do so would cause serious disruption to the Work or where previous submission(s) have been disapproved due to material defects.

58. In the event of approval, approval upon conditions, or modification by EPA, pursuant to Subparagraph 57(a), (b), (c) or (e), Respondents shall proceed to take any action required by the plan, report or other deliverable, as approved or modified by EPA subject only to their right to invoke the Dispute Resolution procedures set forth in Section XV (Dispute Resolution) with respect to the modifications or conditions made by EPA. Following EPA approval or modification of a submission or portion thereof, Respondents shall not thereafter alter or amend such submission or portion thereof without the agreement of EPA. In the event that EPA modifies the submission to cure the deficiencies pursuant to Subparagraph 57(c) and the submission had a material defect, EPA retains the right to seek stipulated penalties, as provided in Section XVI (Stipulated Penalties).

59. Resubmission.

a. Upon receipt of a written notice of disapproval pursuant to Paragraph 57(d), Respondents shall, within 14 days or such longer time as specified by EPA in such notice, correct the deficiencies and resubmit the plan, report, or other deliverable for approval. Any stipulated penalties applicable to the submission, as provided in Section XVI, shall accrue during the 14 day period or otherwise specified period but shall not be payable unless the resubmission is disapproved or modified due to a material defect as provided in Paragraphs 60 and 61.

b. Notwithstanding the receipt of a written notice of disapproval pursuant to Paragraph 57(d), Respondents shall proceed to take any action required by any non-deficient

portion of the submission, unless otherwise directed by EPA. Implementation of any non-deficient portion of a submission shall not relieve Respondents of any liability for stipulated penalties under Section XVI (Stipulated Penalties).

c. Respondents shall not proceed further with any subsequent activities or tasks until receiving EPA approval, approval on condition or modification of the following deliverables: RI Work Plan (Subparagraph 45), Sampling and Analysis Plan (Subparagraph 45.b), Draft Remedial Investigation Report (Subparagraph 45.g), Treatability Testing Work Plan (Subparagraph 48.c), and Draft Feasibility Study Report (Subparagraph 50). While awaiting EPA approval, approval on condition or modification of these deliverables, Respondents shall proceed with all other tasks and activities which may be conducted independently of these deliverables, in accordance with the schedule set forth under this Settlement Agreement.

d. For all remaining deliverables not listed above in subparagraph 59.c Respondents shall proceed with all subsequent tasks, activities and deliverables without awaiting EPA approval on the submitted deliverable. EPA reserves the right to stop Respondents from proceeding further, either temporarily or permanently, on any task, activity or deliverable at any point during the RI.

60. If EPA disapproves a resubmitted plan, report or other deliverable, or portion thereof, EPA may again direct Respondents to correct the deficiencies. EPA shall also retain the right to modify or develop the plan, report or other deliverable. Respondents shall implement any such plan, report, or deliverable as corrected, modified or developed by EPA, subject only to Respondents' right to invoke the procedures set forth in Section XV (Dispute Resolution).

61. If upon resubmission, a plan, report, or other deliverable is disapproved or modified by EPA due to a material defect, Respondents shall be deemed to have failed to submit such plan, report, or other deliverable timely and adequately unless Respondents invoke the dispute resolution procedures in accordance with Section XV (Dispute Resolution) and EPA's action is revoked or substantially modified pursuant to a Dispute Resolution decision issued by EPA or superseded by an agreement reached pursuant to that Section. The provisions of Section XV (Dispute Resolution) and Section XVI (Stipulated Penalties) shall govern the implementation of the Work and accrual and payment of any stipulated penalties during Dispute Resolution. If EPA's disapproval or modification is not otherwise revoked, substantially modified or superseded as a result of a decision or agreement reached pursuant to the Dispute Resolution process set forth in Section XV, stipulated penalties shall accrue for such violation from the date on which the initial submission was originally required, as provided in Section XVI.

62. In the event that EPA takes over some of the tasks, but not the preparation of the RI Report or the FS Report, Respondents shall incorporate and integrate information supplied by EPA into the final reports.

63. All plans, reports, and other deliverables submitted to EPA under this Settlement Agreement shall, upon approval or modification by EPA, be incorporated into and enforceable under this Settlement Agreement. In the event EPA approves or modifies a portion of a plan,

report, or other deliverable submitted to EPA under this Settlement Agreement, the approved or modified portion shall be incorporated into and enforceable under this Settlement Agreement.

64. Neither failure of EPA to expressly approve or disapprove of Respondents' submissions within a specified time period, nor the absence of comments, shall be construed as approval by EPA. Whether or not EPA gives express approval for Respondents' deliverables, Respondents are responsible for preparing deliverables acceptable to EPA.

XI. QUALITY ASSURANCE, SAMPLING, AND ACCESS TO INFORMATION

65. Quality Assurance. Respondents shall assure that Work performed, samples taken and analyses conducted conform to the requirements of the QAPP and guidances identified therein. Respondents will assure that field personnel used by Respondents are properly trained in the use of field equipment and in chain of custody procedures. Respondents shall only use laboratories which have a documented quality system that complies with "EPA Requirements for Quality Management Plans (QA/R-2)" (EPA/240/B-01/002, March 2001) or equivalent documentation as determined by EPA.

66. Sampling.

a. Respondents shall submit results of sampling, tests or modeling, including validated and raw data, generated by or on behalf of Respondents, during the period that this Settlement Agreement is effective, as set forth in Paragraph 55 (Progress Reports). EPA will make available to Respondents validated data generated by EPA unless it is exempt from disclosure by any federal or state law or regulation.

b. Respondents shall verbally notify EPA and the State at least 10 days prior to conducting significant field events as described in the RI Work Plan (Subparagraph 45) or Sampling and Analysis Plan (Subparagraph 45.b). At EPA's verbal or written request, or the request of EPA's oversight assistant, Respondents shall allow split or duplicate samples to be taken by EPA (and its authorized representatives) or the State of any samples collected in implementing this Settlement Agreement. All split samples of Respondents shall be analyzed by the methods identified in the QAPP.

67. Access to Information.

a. Subject to any claim of privilege or confidentiality, Respondents shall provide to EPA and the State, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to the Work at the Site or to the implementation of this Settlement Agreement, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Work. Respondents shall also make available to EPA, for purposes of investigation, information gathering, or testimony, their employees, agents, or representatives with knowledge of relevant facts concerning the performance of the Work.

b. Respondents may assert business confidentiality claims covering part or all of the documents or information submitted to EPA and the State under this Settlement

Agreement to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be business confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of business confidentiality accompanies documents or information when it is submitted to EPA, or if EPA has notified Respondents that the documents or information are not business confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2, Subpart B, the public may be given access to such documents or information without further notice to Respondents. Respondents shall segregate and clearly identify all documents or information submitted under this Settlement Agreement for which Respondents assert business confidentiality claims.

c. Respondents may assert that certain documents, records and other information are privileged under the attorney-client privilege, the attorney work product doctrine or any other privilege or doctrine recognized by federal law. If the Respondents assert such a privilege in lieu of providing documents, they shall provide EPA and the State with the following: 1) the title of the document, record, or information; 2) the date of the document, record, or information; 3) the name and title of the author of the document, record, or information; 4) the name and title of each addressee and recipient; 5) a description of the contents of the document, record, or information; and 6) the privilege asserted by Respondents. However, no documents, reports or other information created or generated as a submittal pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

d. No claim of confidentiality shall be made with respect to any data, including, but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, or engineering data evidencing conditions at or around the Site.

68. In entering into this Settlement Agreement, Respondents waive any objections to any data gathered, generated, or evaluated by EPA, the State or Respondents in the performance or oversight of the Work that has been verified according to the quality assurance/quality control (QA/QC) procedures required by the Settlement Agreement or any EPA-approved RI Work Plans or Sampling and Analysis Plans. If Respondents object to any other data relating to the RI, Respondents shall submit to EPA a report that specifically identifies and explains its objections, describes the acceptable uses of the data, if any, and identifies any limitations to the use of the data. The report must be submitted to EPA within 15 days of the monthly progress report containing the data.

XII. SITE ACCESS AND INSTITUTIONAL CONTROLS

69. If the Site, or any other property where access is needed to implement this Settlement Agreement, is owned or controlled by any of Respondents, such Respondents shall, commencing on the Effective Date, provide EPA, the State, and their representatives, including contractors, with access at all reasonable times to the Site, or such other property, for the purpose of conducting any activity related to this Settlement Agreement. To the extent practicable, EPA and the State shall provide reasonable notice to Respondents prior to accessing any property at the Site owned or controlled by Respondents. EPA and the State shall coordinate with

Respondents to the extent practicable to minimize any disruption to Respondents use or occupation of their property.

70. Where any action under this Settlement Agreement is to be performed in areas owned by or in possession of someone other than Respondents, Respondents shall use their best efforts to obtain all necessary access agreements within 60 days after the Effective Date, or as otherwise specified in writing by the EPA Project Manager. Respondents shall immediately notify EPA if, after using their best efforts, they are unable to obtain such agreements. For purposes of this Paragraph, "best efforts" includes the payment of reasonable sums of money in consideration of access. Respondents shall describe in writing their efforts to obtain access. If Respondents cannot obtain access agreements, EPA may modify the work, as appropriate, or either (i) obtain access for Respondents or assist Respondents in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as EPA deems appropriate; (ii) perform those tasks or activities with EPA contractors; or (iii) terminate the obligation under the Settlement Agreement that requires the access agreement in question. Respondents shall reimburse EPA for all costs and attorney's fees incurred by the United States in obtaining such access, in accordance with the procedures in Section XVIII (Payment of Response Costs). If EPA performs those tasks or activities with EPA contractors and does not terminate the Settlement Agreement, Respondents shall perform all other tasks or activities not requiring access to that property, and shall reimburse EPA for all costs incurred in performing such tasks or activities. Respondents shall integrate the results of any such tasks or activities undertaken by EPA into its plans, reports and other deliverables.

71. Notwithstanding any provision of this Settlement Agreement, EPA retains all of its access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statutes or regulations.

XIII. COMPLIANCE WITH OTHER LAWS

72. Respondents shall comply with all applicable local, state and federal laws and regulations when performing the RI/FS. No local, state, or federal permit shall be required for any portion of any action conducted entirely on-Site, including studies, if the action is selected and carried out in compliance with Section 121 of CERCLA, 42 U.S.C. § 9621. Where any portion of the Work is to be conducted off-Site and requires a federal or state permit or approval, Respondents shall submit timely and complete applications and take all other actions necessary to obtain and to comply with all such permits or approvals. This Settlement Agreement is not, and shall not be construed to be, a permit issued pursuant to any federal or state statute or regulation.

XIV. RETENTION OF RECORDS

73. During the pendency of this Settlement Agreement and for a minimum of 10 years after completion of the RI, each Respondent shall preserve and retain all non-identical copies of documents, records, and other information (including documents, records, or other information in electronic form) now in its possession or control or which come into its possession or control that relate in any manner to the performance of the Work or the liability of any person under CERCLA with respect to the Site, regardless of any corporate retention policy

to the contrary. Until 10 years after commencement of construction of any remedial action, Respondents shall also instruct their contractors and agents to preserve all documents, records, and other information of whatever kind, nature or description relating to performance of the Work.

74. At the conclusion of this document retention period, Respondents shall notify EPA at least 90 days prior to the destruction of any such documents, records or other information, and, upon request by EPA, Respondents shall deliver any such documents, records, or other information to EPA. Respondents may assert that certain documents, records, and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If Respondents assert such a privilege, they shall provide EPA with the following: 1) the title of the document, record, or other information; 2) the date of the document, record, or other information; 3) the name and title of the author of the document, record, or other information; 4) the name and title of each addressee and recipient; 5) a description of the subject of the document, record, or other information; and 6) the privilege asserted by Respondents. However, no documents, records or other information created or generated as a submittal pursuant to the requirements of this Settlement Agreement shall be withheld on the grounds that they are privileged.

75. Each Respondent hereby certifies individually that to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information (other than identical copies) relating to its potential liability regarding the Site since notification of potential liability by EPA or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XV. DISPUTE RESOLUTION

76. Unless otherwise expressly provided for in this Settlement Agreement, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Settlement Agreement. The Parties shall attempt to resolve any disagreements concerning this Settlement Agreement expeditiously and informally.

77. If Respondents object to any EPA action taken pursuant to this Settlement Agreement, including billings for Future Response Costs, they shall notify EPA in writing of their objection(s) within 10 days of such action, unless the objection(s) has/have been resolved informally. EPA and Respondents shall have 45 days from EPA's receipt of Respondents' written objection(s) to resolve the dispute (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA. Such extension may be granted verbally but must be confirmed in writing.

78. Any agreement reached by the Parties pursuant to this Section shall be in writing and shall, upon signature by the Parties, be incorporated into and become an enforceable part of this Settlement Agreement. If the Parties are unable to reach an agreement within the Negotiation Period, an EPA management official at the Assistant Regional Administrator level or higher will issue a written decision. To the extent practicable, Respondents shall be provided

an opportunity to meet with the dispute resolution decision maker and submit additional written comments in support of their objection(s) prior to any decision regarding the dispute. EPA's decision shall be incorporated into and become an enforceable part of this Settlement Agreement. Respondents' obligations under this Settlement Agreement shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondents shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs, and regardless of whether Respondents agree with the decision.

XVI. STIPULATED PENALTIES

79. Respondents shall be liable to EPA for stipulated penalties in the amounts set forth in Paragraphs 80 and 81 for failure to comply with any of the requirements of this Settlement Agreement specified below unless excused under Section XVII (Force Majeure). "Compliance" by Respondents shall include completion of the Work under this Settlement Agreement or any activities contemplated under any RI Work Plan (Subparagraph 45) or other plan approved under this Settlement Agreement identified below, in accordance with all applicable requirements of law, this Settlement Agreement, and any plans or other documents approved by EPA pursuant to this Settlement Agreement and within the specified time schedules established by and approved under this Settlement Agreement.

80. Stipulated Penalty Amounts - Work.

a. The following stipulated penalties shall accrue per day for failure to comply with any compliance milestones identified in Subparagraph 80(b):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 1,500	1 st through 14 th day
\$ 5,000	15 th through 30 th day
\$10,000	31 st day and beyond

b. Compliance Milestones

i. Completion of all activities required under Section IX of this Settlement Agreement, except reporting, in accordance with the schedules and deadlines set forth in this Settlement Agreement.

ii. Timely and adequate submittal of the RI Work Plan (Subparagraph 45), Draft RI Report, Draft FS Report, and any required modification to such report, in accordance with this Settlement Agreement.

iii. Payment of Past Response Costs within 60 days after the Effective Date pursuant to Paragraph 93.

iv. Payment of Future Response Costs within 45 days after receipt of a bill from EPA, pursuant to Paragraph 94.

v. Timely and adequate establishment of an escrow account for any dispute under Section XV of this Settlement Agreement.

vi. Timely and adequate establishment of Financial Assurance, pursuant to Section XXVI of this Settlement Agreement.

81. Stipulated Penalty Amounts - Reports. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports, and all other deliverables, other than those specifically cited in Paragraphs 80.b.i through 80.b.vi, above, in accordance with this Settlement Agreement:

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$ 500	1 st through 14 th day
\$1,000	15 th through 30 th day
\$3,000	31 st day and beyond

82. In the event that EPA assumes performance of a portion or all of the Work pursuant to Paragraph 100 of Section XX (Reservation of Rights by EPA), Respondents shall be liable for a stipulated penalty in the amount of \$250,000.

83. All penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. However, stipulated penalties shall not accrue: (1) with respect to a deficient submission under Section X (EPA Approval of Plans and Other Submissions), during the period, if any, beginning on the 31st day after EPA's receipt of such submission until the date that EPA notifies Respondents of any deficiency; and (2) with respect to a decision by the EPA Management Official designated in Paragraph 78 of Section XV (Dispute Resolution), during the period, if any, beginning on the 21st day after the Negotiation Period begins until the date that the EPA Management Official issues a final decision regarding such dispute. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

84. Following EPA's determination that Respondents have failed to comply with a requirement of this Settlement Agreement, EPA may give Respondents written notification of the same and describe the noncompliance. EPA may send Respondents a written demand for the payment of the penalties. However, penalties shall accrue as provided in the preceding Paragraph regardless of whether EPA has notified Respondents of a violation.

85. All penalties accruing under this Section shall be due and payable to EPA within 45 days of Respondents' receipt from EPA of a demand for payment of the penalties, unless Respondents invoke the dispute resolution procedures in accordance with Section XV (Dispute Resolution). All payments to EPA under this Section shall be paid by certified or cashier's check(s) made payable to "EPA Hazardous Substances Superfund," shall be mailed to:

U.S. Bank
Government Lockbox 979076
1005 Convention Plaza
SL-MO-C2-GL

St. Louis, MO 63101

Such payment shall indicate that the payment is for stipulated penalties, and shall reference the EPA Region and Site/Spill ID Number A8-04, the EPA Docket Number, and the name and address of the party(ies) making payment. Copies of check(s) paid pursuant to this Section, and any accompanying transmittal letter(s) shall be sent to EPA as provided in Paragraph 41, and to:

U.S. EPA-Region 8
Joe Poetter, Financial Management Officer,
1595 Wynkoop Street
Denver, CO 80202

86. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Settlement Agreement.

87. Penalties shall continue to accrue as provided in Paragraph 83 during any dispute resolution period, but need not be paid until 15 days after the dispute is resolved by agreement or by receipt of EPA's decision.

88. If Respondents fail to pay stipulated penalties when due, EPA may institute proceedings to collect the penalties, as well as Interest. Respondents shall pay Interest on the unpaid balance, which shall begin to accrue on the date of demand made pursuant to Paragraph 85.

89. Nothing in this Settlement Agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondents' violation of this Settlement Agreement or of the statutes and regulations upon which it is based, including, but not limited to, penalties pursuant to Section 122(l) of CERCLA, 42 U.S.C. § 9622(l), and punitive damages pursuant to Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Provided, however, that EPA shall not seek civil penalties pursuant to Section 122(l) of CERCLA or punitive damages pursuant to Section 107(c)(3) of CERCLA for any violation for which a stipulated penalty is provided herein, except in the case of willful violation of this Settlement Agreement or in the event that EPA assumes performance of a portion or all of the Work pursuant to Section XX (Reservation of Rights by EPA), Paragraph 100. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this Settlement Agreement.

XVII. FORCE MAJEURE

90. Respondents agree to perform all requirements of this Settlement Agreement within the time limits established in accordance with this Settlement Agreement, unless the performance is delayed by a *force majeure*. For purposes of this Settlement Agreement, *force majeure* is defined as any event arising from causes beyond the control of Respondents or of any entity controlled by Respondents, including but not limited to their contractors and subcontractors, which delays or prevents performance of any obligation under this Settlement Agreement despite Respondents' best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance.

91. If any event occurs or has occurred that may delay the performance of any obligation under this Settlement Agreement, whether or not caused by a *force majeure* event, Respondents shall notify EPA orally within 1 day of when Respondents first knew that the event might cause a delay. Within 14 days thereafter, Respondents shall provide to EPA in writing an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondents' rationale for attributing such delay to a *force majeure* event if they intend to assert such a claim; and a statement as to whether, in the opinion of Respondents, such event may cause or contribute to an endangerment to public health, welfare or the environment. Failure to comply with the above requirements shall preclude Respondents from asserting any claim of *force majeure* for that event for the period of time of such failure to comply and for any additional delay caused by such failure.

92. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations under this Settlement Agreement that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondents in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

XVIII. PAYMENT OF RESPONSE COSTS

93. Payment of Past Response Costs.

a. Within 60 days after the Effective Date, Respondents shall pay to EPA \$673,809 for Past Response Costs. Payment shall be made to EPA by Electronics Funds Transfer ("EFT") in accordance with current EFT procedures to:

Federal Reserve Bank of New York
ABA=021030004
Account Number: 68010727

and shall be accompanied by a statement identifying the name and address of the party(ies) making payment, the Site name, the EPA Region and Site/Spill ID Number A8-04, and the EPA docket number for this action.

b. At the time of payment, Respondents shall send notice that payment has been made to:

U.S. EPA-Region 8
Joe Poetter, Financial Management Officer,
1595 Wynkoop Street

Denver, CO 80202

c. The total amount to be paid by Respondents pursuant to Subparagraph 93.a shall be deposited in the Smurfit Stone Mill Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

94. Payments of Future Response Costs.

a. Respondents shall pay EPA all Future Response Costs not inconsistent with the NCP. On a periodic basis, EPA will send Respondents a bill requiring payment that includes a Regionally-prepared cost summary, which includes direct and indirect costs incurred by EPA and its contractors, as well as a DOJ-prepared cost summary, which would reflect costs incurred by DOJ and its contractors, if any. Respondents shall make all payments within 45 days of receipt of each bill requiring payment, except as otherwise provided in Paragraph 95 of this Settlement Agreement. Respondents shall make all payments required by this Paragraph by a certified or cashier's check or checks made payable to "EPA Hazardous Substance Superfund," referencing the name and address of the parties making payment and EPA Site/Spill ID number A8-04. Respondents shall send the check(s) to:

U.S. Bank
Government Lockbox 979076
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

or by Electronics Funds Transfer ("EFT") in accordance with current EFT procedures, to:

Federal Reserve Bank of New York
ABA=021030004
Account Number: 68010727

b. At the time of payment, Respondents shall send notice that payment has been made to:

U.S. EPA-Region 8
Joe Poetter, Financial Management Officer,
1595 Wynkoop Street
Denver, CO 80202

c. The total amount to be paid by Respondents pursuant to Subparagraph 94.a shall be deposited in the Smurfit Stone Mill Site Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

95. If Respondents do not pay Past Response Costs within 60 days after the Effective Date, or do not pay Future Response Costs within 45 days of Respondents' receipt of a bill, Respondents shall pay Interest on the unpaid balance of Past Response Costs and Future Response Costs, respectively. The Interest on unpaid Past Response Costs shall begin to accrue on the Effective Date and shall continue to accrue until the date of payment. The interest on Future Response Costs shall begin to accrue on the date of the bill and shall continue to accrue until the date of payment. If EPA receives a partial payment, Interest shall accrue on any unpaid balance. Payments of Interest made under this Paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondents' failure to make timely payments under this Section, including but not limited to, payments of stipulated penalties pursuant to Section XVI. Respondents shall make all payments required by this Paragraph in the manner described in Paragraph 93.

96. Respondents may contest payment of any Future Response Costs under Paragraph 94 if they determine that EPA has made an accounting error or if they believe EPA incurred excess costs as a direct result of an EPA action that was inconsistent with the NCP. Such objection shall be made in writing within 45 days of receipt of the bill and must be sent to the EPA Project Manager. Any such objection shall specifically identify the contested Future Response Costs and the basis for objection. In the event of an objection, Respondents shall, within the 45 day period, pay all uncontested Future Response Costs to EPA in the manner described in Paragraph 94. Simultaneously, Respondents shall establish an interest-bearing escrow account in a federally-insured bank duly chartered in the State of Montana and remit to that escrow account funds equivalent to the amount of the contested Future Response Costs. Respondents shall send to the EPA Project Coordinator a copy of the transmittal letter and check paying the uncontested Future Response Costs, and a copy of the correspondence that establishes and funds the escrow account, including, but not limited to, information containing the identity of the bank and bank account under which the escrow account is established as well as a bank statement showing the initial balance of the escrow account. Simultaneously with establishment of the escrow account, Respondents shall initiate the Dispute Resolution procedures in Section XV (Dispute Resolution). If EPA prevails in the dispute, within 5 days of the resolution of the dispute, Respondents shall pay the sums due (with accrued interest) to EPA in the manner described in Paragraph 94. If Respondents prevail concerning any aspect of the contested costs, Respondents shall pay that portion of the costs (plus associated accrued interest) for which they did not prevail to EPA in the manner described in Paragraph 94. Respondents shall be disbursed any balance of the escrow account. The dispute resolution procedures set forth in this Paragraph in conjunction with the procedures set forth in XV (Dispute Resolution) shall be the exclusive mechanisms for resolving disputes regarding Respondents' obligation to reimburse EPA for its Future Response Costs.

XIX. COVENANT NOT TO SUE BY EPA

97. In consideration of the actions that will be performed and the payments that will be made by Respondents under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, EPA covenants not to sue or to take administrative action against Respondents pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a), for the Work, Past Response Costs and Future Response Costs. This covenant not to sue shall take effect upon receipt by EPA of the Past Response Costs due

under Section XVII of this Settlement Agreement and any Interest or Stipulated Penalties due for failure to pay Past Response Costs as required by Sections XVIII and XVI of this Settlement Agreement. This covenant not to sue is conditioned upon the complete and satisfactory performance by Respondents of their obligations under this Settlement Agreement, including, but not limited to, payment of Future Response Costs pursuant to Section XVIII. This covenant not to sue (and all reservations thereto in this Settlement Agreement) shall also apply to Respondent's successors and assigns, but only to the extent that the alleged liability of the successor or assign is based on its status in its capacity as a successor or assign of a Respondent, and not to the extent that the alleged liability arose independently of the of the alleged liability of a Respondent. This covenant not to sue extends only to Respondents and Respondents' successors and assigns, but only to the extent that the alleged liability of the successor or assign is based on its status and in its capacity as a successor or assign of a Respondent, and does not extend to any other person.

XX. RESERVATIONS OF RIGHTS BY EPA

98. Except as specifically provided in this Settlement Agreement, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent EPA from seeking legal or equitable relief to enforce the terms of this Settlement Agreement, from taking other legal or equitable action as it deems appropriate and necessary, or from requiring Respondents in the future to perform additional activities pursuant to CERCLA or any other applicable law.

99. The covenant not to sue set forth in Section XIX above does not pertain to any matters other than those expressly identified therein. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Respondents with respect to all other matters, including, but not limited to:

- a. claims based on a failure by Respondents to meet a requirement of this Settlement Agreement;
- b. liability for costs not included within the definitions of Past Response Costs or Future Response Costs;
- c. liability for performance of response action other than the Work;
- d. criminal liability;
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments;
- f. liability arising from the past, present, or future disposal, release or threat of release of Waste Materials outside of the Site; and
- g. liability for costs incurred or to be incurred by the Agency for Toxic Substances and Disease Registry related to the Site.

100. Work Takeover. In the event EPA determines that Respondents have ceased implementation of any portion of the Work, are seriously or repeatedly deficient or late in their performance of the Work, or are implementing the Work in a manner which may cause an endangerment to human health or the environment, EPA may assume the performance of all or any portion of the Work as EPA determines necessary. Respondents may invoke the procedures set forth in Section XV (Dispute Resolution) to dispute EPA's determination that takeover of the Work is warranted under this Paragraph. Costs incurred by EPA in performing the Work pursuant to this Paragraph shall be considered Future Response Costs that Respondents shall pay pursuant to Section XVIII (Payment of Response Costs). Notwithstanding any other provision of this Settlement Agreement, EPA retains all authority and reserves all rights to take any and all response actions authorized by law.

XXI. COVENANT NOT TO SUE BY RESPONDENTS

101. Respondents covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to the Work, Past Response Costs, Future Response Costs, or this Settlement Agreement, including, but not limited to:

- a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund established by 26 U.S.C. § 9507, based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claim arising out of the Work or arising out of the response actions for which Past Response Costs or Future Response Costs have or will be incurred, including any claim under the United States Constitution, the Montana Constitution, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; or
- c. any claim against the United States pursuant to Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and 9613, relating to the Work or payment of Past Response Costs or Future Response Costs.

102. These covenants not to sue shall not apply in the event the United States brings a cause of action or issues an order pursuant to the reservations set forth in Paragraphs 99.b., 99.c., and 99.e. – 99.g., but only to the extent that Respondents' claims arise from the same response action, response costs, or damages that the United States is seeking pursuant to the applicable reservation.

103. Nothing in this Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

XXII. OTHER CLAIMS

104. By issuance of this Settlement Agreement, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondents.

105. Except as expressly provided in Section XIX (Covenant Not to Sue by EPA), nothing in this Settlement Agreement constitutes a satisfaction of or release from any claim or cause of action against Respondents or any person not a party to this Settlement Agreement, for any liability such person may have under CERCLA, other statutes, or common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606 and 9607.

106. No action or decision by EPA pursuant to this Settlement Agreement shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XXIII. CONTRIBUTION

107. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2), and that Respondents are entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are the Work, Past Response Costs and Future Response Costs.

108. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Respondents have, as of the Effective Date, resolved their liability to the United States for the Work, Past Response Costs, and Future Response Costs.

109. Nothing in this Settlement Agreement precludes the United States or Respondents from asserting any claims, causes of action, or demands for indemnification, contribution, or cost recovery against any person not parties to this Settlement Agreement. Nothing herein diminishes the right of the United States, pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2)(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

XXIV. INDEMNIFICATION

110. Respondents shall indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action arising from, or on account of negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, or subcontractors, in carrying out actions pursuant to this Settlement Agreement. In addition, Respondents agree to pay the United States all costs incurred by the United States, including but not limited to attorneys fees and other expenses of litigation and settlement, arising from or on account of claims made against the United States based on negligent or other wrongful acts or omissions of Respondents, their officers, directors, employees, agents, contractors, subcontractors and any persons acting on their behalf or under their control, in carrying out activities pursuant to this Settlement Agreement. The United States shall not be held out as a party to any contract entered into by or on behalf of Respondents in carrying out activities

pursuant to this Settlement Agreement. Neither Respondents nor any such contractor shall be considered an agent of the United States.

111. The United States shall give Respondents notice of any claim for which the United States plans to seek indemnification pursuant to this Section and shall consult with Respondents prior to settling such claim.

112. Respondents waive all claims against the United States for damages or reimbursement or for set-off of any payments made or to be made to the United States, arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site. In addition, Respondents shall indemnify and hold harmless the United States with respect to any and all claims for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between any one or more of Respondents and any person for performance of Work on or relating to the Site.

XXV. INSURANCE

113. At least 14 days prior to commencing any On-Site Work under this Settlement Agreement, Respondents shall secure, and shall maintain for the duration of this Settlement Agreement, comprehensive general liability insurance and automobile insurance with limits of one million dollars, combined single limit, naming the EPA as an additional insured. Within the same period, Respondents shall provide EPA with certificates of such insurance and a copy of each insurance policy. Respondents shall submit such certificates and copies of policies each year on the anniversary of the Effective Date (Section XXIX). In addition, for the duration of the Settlement Agreement, Respondents shall satisfy, or shall ensure that their contractors or subcontractors satisfy, all applicable laws and regulations regarding the provision of worker's compensation insurance for all persons performing the Work on behalf of Respondents in furtherance of this Settlement Agreement. If Respondents demonstrate by evidence satisfactory to EPA that any contractor or subcontractor maintains insurance equivalent to that described above, or insurance covering some or all of the same risks but in an equal or lesser amount, then Respondents need provide only that portion of the insurance described above which is not maintained by such contractor or subcontractor.

XXVI. FINANCIAL ASSURANCE

114. Within 45 days of the Effective Date, Respondents shall establish and maintain financial security for the benefit of EPA in the amount of \$1.5 million in one or more of the following forms, in order to secure the full and final completion of Work by Respondents:

- a. a surety bond unconditionally guaranteeing payment and/or performance of the Work;
- b. one or more irrevocable letters of credit, payable to or at the direction of EPA, issued by financial institution(s) acceptable in all respects to EPA equaling the total estimated cost of the Work;
- c. a trust fund administered by a trustee acceptable in all respects to EPA;

d. a policy of insurance issued by an insurance carrier acceptable in all respects to EPA, which ensures the payment and/or performance of the Work;

e. a corporate guarantee to perform the Work provided by one or more parent corporations or subsidiaries of Respondents, or by one or more unrelated corporations that have a substantial business relationship with at least one of Respondents; including a demonstration that any such company satisfies the financial test requirements of 40 C.F.R. Part 264.143(f); and/or

f. a corporate guarantee to perform the Work by one or more of Respondents, including a demonstration that any such Respondent satisfies the requirements of 40 C.F.R. Part 264.143(f).

115. Any and all financial assurance instruments provided pursuant to this Section shall be in form and substance satisfactory to EPA, determined in EPA's sole discretion. In the event that EPA determines at any time that the financial assurances provided pursuant to this Section (including, without limitation, the instrument(s) evidencing such assurances) are inadequate, Respondents shall, within 45 days of receipt of notice of EPA's determination, obtain and present to EPA for approval one of the other forms of financial assurance listed in Paragraph 114, above. In addition, if at any time EPA notifies Respondents that the anticipated cost of completing the Work has increased, then, within 45 days of such notification, Respondents shall obtain and present to EPA for approval a revised form of financial assurance (otherwise acceptable under this Section) that reflects such cost increase. Respondents' inability to demonstrate financial ability to complete the Work shall in no way excuse performance of any activities required under this Settlement Agreement.

116. If Respondents seek to ensure completion of the Work through a guarantee pursuant to Subparagraph 114.e or 114.f of this Settlement Agreement, Respondents shall (i) demonstrate to EPA's satisfaction that the guarantor satisfies the requirements of 40 C.F.R. Part 264.143(f); and (ii) resubmit sworn statements conveying the information required by 40 C.F.R. Part 264.143(f) annually, on the anniversary of the Effective Date, to EPA. For the purposes of this Settlement Agreement, wherever 40 C.F.R. Part 264.143(f) references "sum of current closure and post-closure costs estimates and the current plugging and abandonment costs estimates," the current cost estimate of \$1.5 million for the Work at the Site shall be used in relevant financial test calculations.

117. If, after the Effective Date, Respondents can show that the estimated cost to complete the remaining Work has diminished below the amount set forth in Paragraph 114 of this Section, Respondents may, on any anniversary date of the Effective Date (Section XXIX), or at any other time agreed to by the Parties, reduce the amount of the financial security provided under this Section to the estimated cost of the remaining Work to be performed. Respondents shall submit a proposal for such reduction to EPA, in accordance with the requirements of this Section, and may reduce the amount of the security after receiving written approval from EPA. In the event of a dispute, Respondents may seek dispute resolution pursuant to Section XV (Dispute Resolution). Respondents may reduce the amount of security in accordance with EPA's written decision resolving the dispute.

118. Respondents may change the form of financial assurance provided under this Section at any time, upon notice to and prior written approval by EPA, provided that EPA determines that the new form of assurance meets the requirements of this Section. In the event of a dispute, Respondents may change the form of the financial assurance only in accordance with the written decision resolving the dispute.

XXVII. INTEGRATION/APPENDICES

119. This Settlement Agreement and its appendices and any deliverables, technical memoranda, specifications, schedules, documents, plans, reports (other than progress reports), etc. that will be developed pursuant to this Settlement Agreement and become incorporated into and enforceable under this Settlement Agreement constitute the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The parties acknowledge that there are no representations, agreements or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

"Appendix A" is the Work Plan

"Appendix B" is the map of the Site.

XXVIII. ADMINISTRATIVE RECORD

120. EPA will determine the contents of the administrative record file for selection of the remedial action. Respondents shall submit to EPA documents developed during the course of the RI/FS upon which selection of the response action may be based. Subject to any claim of confidentiality or privilege, and upon request of EPA, Respondents shall provide copies of plans, task memoranda for further action, quality assurance memoranda and audits, raw data, field notes, laboratory analytical reports and other reports related to the Work. Upon request of EPA, Respondents shall additionally submit any previous studies in their possession conducted under state, local or other federal authorities relating to selection of the response action, and all communications in their possession between Respondents and state, local or other federal authorities concerning selection of the response action. At EPA's discretion, Respondents shall establish a community information repository at or near the Site, to house one copy of the administrative record.

XXIX. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

121. This Settlement Agreement shall be effective immediately upon signature by all of the Parties.

122. This Settlement Agreement may be amended by mutual agreement of EPA and Respondents. Amendments shall be in writing and shall be effective when signed by EPA. EPA Project Managers do not have the authority to sign amendments to the Settlement Agreement.

123. No informal advice, guidance, suggestion, or comment by the EPA Project Manager or other EPA representatives regarding reports, plans, specifications, schedules, or any

other writing submitted by Respondents shall relieve Respondents of their obligation to obtain any formal approval required by this Settlement Agreement, or to comply with all requirements of this Settlement Agreement, unless it is formally modified.

XXX. NOTICE OF COMPLETION OF WORK

124. When EPA determines that all Work has been fully performed in accordance with this Settlement Agreement, with the exception of any continuing obligations required by this Settlement Agreement, including but not limited to payment of Future Response Costs (Section XVIII) or record retention (Section XIV), EPA will provide written notice to Respondents. If EPA determines that any such Work has not been completed in accordance with this Settlement Agreement, EPA will notify Respondents, provide a list of the deficiencies, and require that Respondents modify the RI Work Plan if appropriate in order to correct such deficiencies, in accordance with Paragraph 46 (Modification of the Work Plan). Failure by Respondents to implement the approved modified RI Work Plan shall be a violation of this Settlement Agreement.

Agreed this 6th day of October, 2015.

For Respondent WestRock CP, LLC

By: Robert B. Melton

Title: EVP & General Counsel

Agreed this 6 day of November, 2015.

For Respondent International Paper Company

By: Dan McKeen

Title: Vice President, EHS

Agreed this 6th day of November, 2015.

For Respondent M2Green Redevelopment LLC

By: Raymond S. Stillwell
Title: Manager/Member

It is so AGREED this 12th day of November, 2015.

BY: Martin Hestmark DATE: 11/12/15

Martin Hestmark
Director, Office of Ecosystems Protection and Remediation
U.S. Environmental Protection Agency
Region 8

BY: Andrea Madigan DATE: 11/10/15

Andrea Madigan
Supervisory Attorney
U.S. Environmental Protection Agency
Region 8

U.S. Environmental Protection Agency
Region 8

BY: Kelcey Land DATE: 11/10/15
Kelcey Land
Director, RCRA & CERCLA Technical Enforcement Program
U.S. Environmental Protection Agency
Region 8

EFFECTIVE DATE: November 12, 2015

Deeds

After recording return to (Name, Address, Zip):

M2Green Redevelopment, LLC
c/o Raymond S. Stilwell
601 E. 3rd Third, Suite 302
Alton, Illinois 62002

Until requested otherwise send all tax statements to (Name, Address, Zip):

M2Green Redevelopment, LLC
c/o Raymond S. Stilwell
601 E. 3rd Third, Suite 302
Alton, Illinois 62002

201107300 B: 877 P: 115 Pages: 7
05/03/2011 04:31:48 PM Quit Claim Deed
Vickie M Zeier, Missoula County Clerk & Recorder



Space Reserved For Recorder's Use

377027-M

QUITCLAIM DEED

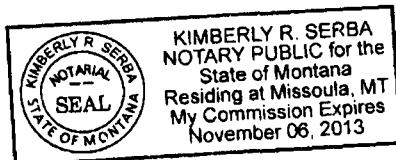
FOR VALUE RECEIVED, MLR Investment LLC, an Oregon limited liability company, Grantor, does hereby convey, release, remise and forever quitclaim unto to M2Green Redevelopment, LLC, an Illinois limited liability company, Grantee, the below described real property located at 14377 Pulp Mill Road, Missoula, Montana 59808, more particularly described on the attached Exhibit A, together with its appurtenances.

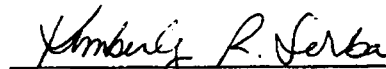
In Witness Whereof, the Grantor has executed this instrument this 3rd day of May, 2011.


Lucas Ralston, Operating Manager

STATE OF MONTANA)
) ss.
County of Missoula)

This instrument was acknowledged before me on May 3, 2011, by Lucas Ralston as Operating Manager, of MLR INVESTMENT LLC, an Oregon limited liability company.




Notary Public for Montana
Residing at: _____
My commission expires: _____

Date: May 03, 2011

File No.: 377027-M (rh)

EXHIBIT 'A'

LEGAL DESCRIPTION:

PARCEL B:

TOWNSHIP 14 NORTH, RANGE 21 WEST, P.M.M., MISSOULA COUNTY, MONTANA.

SECTION 2:

A TRACT OF LAND LOCATED IN THE SE $\frac{1}{4}$ SW $\frac{1}{4}$, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE $\frac{1}{4}$ CORNER COMMON TO SECTIONS 2 AND 11, TOWNSHIP 14 NORTH, RANGE 21 WEST; THENCE N.89°37'30"W., A DISTANCE OF 275.37 FEET TO A POINT ON THE WESTERLY C.M. ST. P & P RAILROAD RIGHT-OF-WAY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS SURVEY; THENCE CONTINUING N.89°30'30"W., A DISTANCE OF 1043.64 FEET; THENCE N.0°50'48"E., A DISTANCE OF 1194.80 FEET; THENCE S.89°37'30"E., A DISTANCE OF 540.55 FEET TO A POINT ON THE WESTERLY C.M. ST. P & P RAILROAD RIGHT-OF-WAY; THENCE S.22°03'30"E., ALONG SAID RAILROAD RIGHT-OF-WAY, A DISTANCE OF 1292.59 FEET TO THE TRUE POINT OF BEGINNING.

RECORDING REFERENCE: BOOK 147 OF MICRO RECORDS AT PAGE 2315.

TOGETHER WITH THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY IN THE SE $\frac{1}{4}$ SW $\frac{1}{4}$.

RECORDING REFERENCE: BOOK 160 OF MICRO RECORDS AT PAGE 1023.

SECTION 10:

THAT PORTION OF THE NE $\frac{1}{4}$ DESCRIBED ON CERTIFICATE OF SURVEY NO. 100.

SECTION 11:

SOUTH ONE-HALF.

First American Title Company

File No.: 377027-M (rh)

Date: May 03, 2011

THAT PORTION OF THE NE $\frac{1}{4}$ NE $\frac{1}{4}$ DESCRIBED ON CERTIFICATE OF SURVEY NO. 80, LESS THAT PORTION INCLUDED IN CERTIFICATE OF SURVEY NO. 1716.

TOGETHER WITH THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

RECORDING REFERENCE: BOOK 160 OF MICRO RECORDS AT PAGE 1023.

NW $\frac{1}{4}$ NW $\frac{1}{4}$

RECORDING REFERENCE: BOOK 296 OF MICRO RECORDS AT PAGE 178.

SECTION 12:

A STRIP OF GROUND DESCRIBED AS A STRIP OF LAND 36 FEET BY 2640 FEET IN THE S $\frac{1}{2}$ NW $\frac{1}{4}$.

RECORDING REFERENCE: BOOK 3 OF MICRO RECORDS AT PAGE 596.

THAT PORTION OF THE W $\frac{1}{2}$ SW $\frac{1}{4}$ LYING WESTERLY OF THE WESTERLY BOUNDARY LINE OF THE "MULLAN ROAD," AS SAID "MULLAN ROAD" IS PRESENTLY ESTABLISHED, USED AND MAINTAINED.

RECORDING REFERENCE; BOOK 52 OF MICRO RECORDS AT PAGE 1321.

SECTION 13:

THAT PORTION OF THE N $\frac{1}{2}$ NW $\frac{1}{4}$ AND S $\frac{1}{2}$ SW $\frac{1}{4}$ LYING WESTERLY OF THE WESTERLY BOUNDARY LINE OF THE "MULLAN ROAD," AS SAID "MULLAN ROAD" IS PRESENTLY ESTABLISHED, USED AND MAINTAINED.

RECORDING REFERENCE: BOOK 52 OF MICRO RECORDS AT PAGE 1321 AND BOOK 197 OF DEED RECORDS AT PAGE 518.

THAT PORTION OF THE SE $\frac{1}{4}$ SW $\frac{1}{4}$ AND OF THE SW $\frac{1}{4}$ SE $\frac{1}{4}$ DESCRIBED AS TRACT B OF CERTIFICATE OF SURVEY NO. 1095.

TOGETHER WITH THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

RECORDING REFERENCE: BOOK 160 OF MICRO RECORDS AT PAGE 1023.

First American Title Company

File No.: 377027-M (rh)
Date: May 03, 2011

THAT PORTION OF THE N $\frac{1}{2}$ SW $\frac{1}{4}$, LYING WESTERLY OF THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

TOGETHER WITH A STRIP OF LAND 30 FEET WIDE ALONG THE NORTH BOUNDARY LINE OF SAID N $\frac{1}{2}$ SW $\frac{1}{4}$ OF SAID SECTION 13, EXTENDING FROM THE WESTERLY BOUNDARY LINE OF THE COUNTY ROAD COMMONLY KNOWN AS THE "MULLAN ROAD" TO THE EASTERLY BOUNDARY LINE OF THE RIGHT OF WAY OF SAID RAILROAD COMPANY.

RECORDING REFERENCE: BOOK 219 OF DEEDS AT PAGE 291.

THAT PORTION OF THE SW $\frac{1}{4}$ NE $\frac{1}{4}$ OF SECTION 13 LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY BOUNDARY LINE OF THE FRENCHTOWN IRRIGATION DISTRICT CANAL, AS SAID WESTERLY BOUNDARY LINE OF SAID CANAL IS ESTABLISHED BY DEED OF RECORD IN BOOK 117 OF DEEDS AT PAGE 564, RECORDS OF MISSOULA COUNTY, MONTANA.

RECORDING REFERENCE: BOOK 232 OF MICRO RECORDS AT PAGE 932.

S $\frac{1}{2}$ NW $\frac{1}{4}$ LESS THE RIGHT-OF-WAY OF "MULLAN ROAD" AS PRESENTLY ESTABLISHED, USED AND MAINTAINED.

RECORDING REFERENCE: BOOK 51 OF MICRO RECORDS AT PAGE 1551, BOOK 243 OF DEED RECORDS AT PAGE 568 & BOOK 116 OF DEED RECORDS AT PAGE 409.

SECTION 14:

E $\frac{1}{2}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$

TOGETHER WITH THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY.

RECORDING REFERENCE: BOOK 160 OF MICRO RECORDS AT PAGE 1023.

SECTION 23:

E $\frac{1}{2}$, E $\frac{1}{2}$ NW $\frac{1}{4}$

SECTION 24:

THAT PORTION OF THE S $\frac{1}{2}$ LYING WEST OF THE WEST RIGHT-OF-WAY LINE OF MULLAN ROAD.

First American Title Company

File No.: 377027-M (rh)

Date: May 03, 2011

RECORDING REFERENCE: BOOK 235 OF DEED RECORDS AT PAGE 145, BOOK 222 OF DEED RECORDS AT PAGE 528 & BOOK 49 OF MICRO RECORDS AT PAGE 352.

NORTH ONE-HALF

EXCEPTING THAT PORTION OF THE NW¼ DESCRIBED ON CERTIFICATE OF SURVEY NO. 1550.

ALSO EXCEPTING A TRACT OF LAND 150 FEET BY 175 FEET LOCATED IN THE NE¼ OF THE NW¼ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 21 WEST, M.P.M., AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS THE NE CORNER OF THE TRACT OF LAND HEREIN DESCRIBED FROM WHICH THE NW CORNER OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 21 WEST, BEARS N.67°48'W., 1819.7 FEET; THENCE FROM SAID POINT OF BEGINNING S.67°38'W., 150.00 FEET; THENCE S.22°22'E., 175.0 FEET; THENCE N.67°38'E., 150 FEET; THENCE N.22°22'W., 175.0 FEET TO THE POINT OF BEGINNING AND BEING PARALLEL TO AND 126.4 FEET DISTANT MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE C.M. ST. P & P RAILWAY MAIN LINE TRACT AT SCHILLING, MONTANA. ALSO SAID POINT OF BEGINNING BEARS S.22°22'E., 448.5 FEET AND S.67°38'W., 126.4 FEET FROM A C.M. ST. P & P RR SWITCH POINT AT SAID RAILROAD'S MAIN LINE CENTERLINE SURVEY STATION 546+65.1.

RECORDING REFERENCE: BOOK 2 OF MICRO RECORDS AT PAGE 103.

ALSO EXCEPTING TRACTS OF LAND CONVEYED TO THE UNITED STATES OF AMERICA DESCRIBED IN BOOK 117 OF DEEDS AT PAGE 545 AND IN BOOK 131 OF DEEDS AT PAGE 239.

ALSO EXCEPTING A STRIP OF LAND 50 FEET WIDE, BEING 25 FEET WIDE ON EACH SIDE OF THE CENTER LINE OF THAT CERTAIN SPUR TRACK LOCATED AND CONSTRUCTED ACROSS THAT PORTION OF THE S½NE¼, SECTION 24, TOWNSHIP 14 NORTH, RANGE 21 WEST, MONTANA PRINCIPAL MERIDIAN, LYING EASTERLY OF THE RIGHT-OF-WAY FOR MULLAN ROAD.

RECORDING REFERENCE: BOOK 201 OF DEEDS AT PAGE 588.

ALSO EXCEPTING THOSE PORTIONS CONVEYED TO THE STATE OF MONTANA FOR HIGHWAY RIGHT-OF-WAY.

RECORDING REFERENCE: BOOK 206 OF DEED RECORDS AT PAGE 492.

First American Title Company

File No.: 377027-M (rh)

Date: May 03, 2011

SECTION 25:

WEST ONE-HALF

THAT PORTION OF THE NW¼SE¼ DESCRIBED AS LINE A OF CERTIFICATE OF SURVEY NO. 3236.

THAT PORTION OF THE NE¼ DESCRIBED AS TRACTS A AND C OF CERTIFICATE OF SURVEY NO. 1467.

TOGETHER WITH THE RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY IN THE N½NE¼.

RECORDING REFERENCE: BOOK 160 OF MICRO RECORDS AT PAGE 1023.

EXCEPTING A TRACT OF LAND BEING LOCATED IN THE NE¼ OF THE SW¼, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 21 WEST, P.M.M., THENCE N.54°21'45"W., A DISTANCE OF 3432.6 FEET TO THE TRUE POINT OF BEGINNING, THENCE N.00°42'W., 163.0 FEET; THENCE S.76°57'E., 130 FEET MORE OR LESS TO THE NORTH-SOUTH MIDSECTION LINE OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 21 WEST, P.M.M., THENCE S.00°42'E., ALONG SAID MIDSECTION LINE, 163.0 FEET; THENCE N.76°57'W., 130 FEET MORE OR LESS TO THE TRUE POINT OF BEGINNING.

RECORDING REFERENCE: BOOK 17 OF MICRO RECORDS AT PAGE 447.

ALSO EXCEPTING ALL THAT PORTION OF THE NE¼SW¼ OF SECTION 25, TOWNSHIP 14 NORTH, RANGE 21 WEST, LYING EAST OF THE BOUNDARY LINE SHOWN ON CERTIFICATE OF SURVEY NO. 306 (DETAIL 2-4), AND WEST OF AND ADJACENT TO THE WESTERLY LINE OF THAT PARCEL DESCRIBED IN BOOK 17 OF MICRO RECORDS, PAGE 447. (DEED EXHIBIT 2352)

RECORDING REFERENCE: BOOK 233 OF MICRO RECORDS AT PAGE 986.

PARCEL C:

THE NE¼, THE S½NW¼ AND THE NE¼NW¼, OF SECTION 11; AND THE W½NW¼ WEST OF THE MULLAN ROAD, IN SECTION 12; ALL IN TOWNSHIP 14 NORTH, RANGE 21 WEST, M.P.M., IN MISSOULA COUNTY, MONTANA, LESS CERTIFICATE OF SURVEY NO. 80 AND 1716 LOCATED IN THE NE¼ OF SAID SECTION 11 HEREINABOVE DESCRIBED.

RECORDING REFERENCE: BOOK 52 OF MICRO RECORDS AT PAGE 970.

First American Title Company

File No.: 377027-M (rh)
Date: May 03, 2011

PARCEL E:

THAT PART OF THE N $\frac{1}{2}$ SW $\frac{1}{4}$ OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 21 WEST, MONTANA MERIDIAN, LYING EAST OF THE PRESENT RIGHT-OF-WAY OF THE C.M. ST. P & P RAILWAY, EXCEPTING THEREFROM THAT CERTAIN TRACT OF LAND HERETOFORE CONVEYED TO ROMULUS DESCHAMPS AS SHOWN BY DEED RECORDED IN BOOK 59 OF DEEDS, PAGE 377. ALSO EXCEPTING RIGHT-OF-WAY OF C.M. ST. P & P RAILWAY COMPANY, AS SHOWN BY DEED RECORDED IN BOOK 41 OF DEEDS, PAGE 16; AND EXCEPTING THAT PORTION CONVEYED TO ANNA HAMEL BY DEED RECORDED IN BOOK 108 OF DEEDS, PAGE 333. AND ALSO, SUBJECT TO A DEED, CONVEYING TO LEWIS F. KINNEY, A THIRTY FOOT STRIP OF LAND ALONG THE NORTH LINE OF THE SAID N $\frac{1}{2}$ SW $\frac{1}{4}$ OF SAID SECTION 13 FOR ROAD PURPOSES RECORDED IN BOOK 155 OF DEEDS, PAGE 301.

RECORDING REFERENCE: BOOK 232 OF DEEDS AT PAGE 470.

PARCEL F:

THAT PART OF THE SE $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 21 WEST OF THE PRINCIPAL MERIDIAN, LYING WEST OF THE FRENCHTOWN IRRIGATION DITCH (AS MEANDERED AND DESCRIBED IN WARRANTY DEED IN BOOK 120 OF DEEDS, PAGE 209) AND EAST OF THE MONTANA STATE HIGHWAY AS LAID OUT OVER SAID SE $\frac{1}{4}$ (AND AS MEANDERED AND DESCRIBED IN INSTRUMENT RECORDED IN BOOK 'N' OF MISCELLANEOUS, PAGE 321, AND IN BOOK 103 OF DEEDS, PAGE 218.)

ALSO THAT PART OF THE SW $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 14 NORTH, RANGE 20 WEST OF THE PRINCIPAL MERIDIAN, LYING WEST OF THE FRENCHTOWN IRRIGATION DITCH (AS MEANDERED AND DESCRIBED IN WARRANTY DEED IN BOOK 120 OF DEEDS, PAGE 209) AS LAID OUT OVER SAID SW $\frac{1}{4}$, ALL IN MISSOULA COUNTY, MONTANA.

RECORDING REFERENCE: BOOK 3 OF MICRO RECORDS AT PAGE 1370.

EXCEPTING THEREFROM TRACT 1 OF CERTIFICATE OF SURVEY NO. 5806, LOCATED IN THE SE $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 14 NORTH, RANGE 21 WEST, P.M.M., MISSOULA COUNTY, MONTANA.

PARCEL G:

TRACT AA OF CERTIFICATE OF SURVEY NO. 5784, LOCATED IN THE S $\frac{1}{2}$ OF SECTION 13, TOWNSHIP 14 NORTH, RANGE 21 WEST, AND SW $\frac{1}{4}$ OF SECTION 18, TOWNSHIP 14 NORTH, RANGE 20 WEST, P.M.M., MISSOULA COUNTY, MONTANA.

Recording Reference: Book 235 Pg. 2094 Micro Records



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

1595 Wynkoop Street
DENVER, CO 80202-1129
Phone 800-227-8917
<http://www.epa.gov/region08>

1279871

MAY 02 2014

Ref: 8ENF-RC

GENERAL NOTICE LETTER

CERTIFIED MAIL: RETURN RECEIPT REQUESTED

7008 3230 0003 0726 3963

M2 Green Redevelopment, LLC
Ray Stillwell
President and General Counsel
601 East 3rd Street, Suite 302
Alton, IL 62002

Re: General Notice Letter for the Smurfit Stone Mill Site
Missoula, Missoula County, Montana

Dear Mr. Stillwell:

The U.S. Environmental Protection Agency (EPA) has received and reviewed your June 28, 2013, response to its April 3, 2013, information request letter, which was sent to you in connection with the Smurfit Stone Mill Site (the Site) located near Missoula, Montana. Based on your response and other available information, the EPA has determined that the M2 Green Redevelopment, LLC, may be responsible under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as the federal "Superfund" law, for cleanup of the Site or costs the EPA has incurred or will incur in the future in cleaning up the Site.

Explanation of Potential Liability

Under CERCLA, specifically Sections 106(a) and 107(a), potentially responsible parties (PRPs) may be required to perform cleanup actions to protect the public health, welfare, or the environment. PRPs may also be responsible for costs incurred by the EPA in cleaning up the Site, unless the PRP can show divisibility or any of the other statutory defenses. PRPs include current and former owners and operators of a site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the site, and persons who accepted hazardous substances for transport and selected the site to which the hazardous substances were delivered.

Based on the information collected, the EPA believes that M2Green may be liable under Section 107(a) of CERCLA, as an owner of the Site.

To date, the EPA performed site investigations and a removal assessment under the authority of the

Superfund Program in order to gain a basic understanding of any risks posed to human health and/or the environment by releases or threatened releases at and from the Site. On August 20, 2012, the EPA issued an "Analytical Results Report for a Combined Site Inspection and Removal Assessment" for the Site. Field work and sampling activities were conducted on surface and subsurface soil and sediment, and surface water and groundwater.

Information to Assist You

The EPA would like to encourage communication between you, other PRPs, and the EPA regarding the Site. The EPA recommends that all PRPs meet to select a "steering committee" that will be responsible for representing the group's interests. Establishing a manageable group is critical to successful negotiations with the EPA. If this is not possible, the EPA encourages each PRP to select one person from its company or organization to represent its interests to the EPA.

To assist you in your efforts to communicate, a list of names and addresses of PRPs to whom this letter is being sent is enclosed.

The documentation supporting the proposal to list the Site on the National Priorities List is available at the Missoula Public Library, 301 E. Main Street, Missoula, Montana, 59802. In addition, the EPA will establish an administrative record that contains documents that will serve as the basis for the EPA's selection of a cleanup action for the Site. The administrative record will be located at the Missoula Public Library. The administrative record will be available to you and the public for inspection and comment. The administrative record will also be available upon request at the Superfund Records Center, EPA Region 8, at 1595 Wynkoop Street, Denver, Colorado.

Resources and Information for Small Businesses

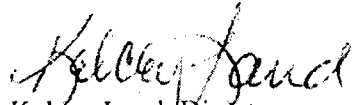
As you may be aware, on January 11, 2002, President Bush signed into law the Superfund Small Business Liability Relief and Brownfields Revitalization Act. This Act contains several exemptions and defenses to CERCLA liability, which we suggest that all parties evaluate. You may obtain a copy of the law via the Internet at <http://www.epa.gov/swerosps/bf/sblbra.htm> and review EPA guidances regarding these exemptions at <http://www.epa.gov/compliance/resources/policies/cleanup/superfund>.

In addition, if you are a "service station dealer" who accepts used oil for recycling, you may qualify for an exemption from liability under Section 114(c) of CERCLA. EPA guidance regarding this exemption can be found on the Internet at <http://www.epa.gov/compliance/resources/policies/cleanup/superfund>. If you believe you may qualify for the exemption, please contact [name and phone number of attorney/RPM/enforcement specialist] to request an application/information request specifically designed for service station dealers.


The EPA has created a number of helpful resources for small businesses. The EPA has established the National Compliance Assistance Clearinghouse as well as Compliance Assistance Centers which offer various forms of resources to small businesses. You may inquire about these resources at www.epa.gov. In addition, the EPA Small Business Ombudsman may be contacted at www.epa.gov/sbo. Finally, the EPA developed a fact sheet about the Small Business Regulatory Enforcement Fairness Act (SBREFA), which is enclosed with this letter.

Please give these matters your immediate attention. If you have any questions regarding this letter, please contact Amelia Piggott, Enforcement Attorney, at 303-312-6410. Thank you for your prompt attention to this matter.

Sincerely,



Kelcey Land, Director
RCRA/CERCLA Technical Enforcement Program
Office of Enforcement, Compliance,
and Environmental Justice



Andrea Madigan, Supervisory Attorney
Legal Enforcement Program
Office of Enforcement, Compliance
and Environmental Justice

Enclosures

cc: Amelia Piggott, 8ENF-L
Robert Parker, 8EPR-AR
Sara Sparks, 8MO
Sharon Abendschan, 8ENF-T

Tempkin, Wielga & Hardt, LLP
Elizabeth Tempkin, Esq.
Ryan Skylar, Esq.
1900 Wazee Street, Suite 303
Denver, CO 80211

List of PRPs Receiving General Notice Letters
Regarding Superfund Liability for the Smurfit Stone Site

PRP	Legal Counsel
Rock Tenn Company James Rubright Chairman and Chief Executive Officer 504 Thrasher Street Norcross, GA 30071	Rock Tenn Company Roy Cobb, Esq. Senior Environmental Counsel Six City Place Drive Creve Coeur, Missouri 63141 314-656-5364
Rock Tenn Company Nina E. Butler Senior Vice President & Environmental Counsel 504 Thrasher Street Norcross, GA 30071 770-638-7597	
Montana Rail Link Thomas Walsh, President 101 International Drive Missoula, MT 59808 406-523-1434	Washington Corporations Karl M. Swanson 101 International Drive Missoula, MT 59808 406-523-1399
BNSF Railway Company Matthew Rose Chairman and Chief 2650 Lou Menk Drive Ft. Worth, TX 76131-2830	BNSF Railway Company Brooke Kuhl General Attorney 201 West Railroad Street Missoula, MT 59801 406-543-0019
BNSF Railway Company Mark Engdahl Manager of Environmental Remediation 800 North Lost Chance Gulch, Suite 101 Helena, MT 59601	
M2 Green Redevelopment, LLC Raymond S. Stillwell President and General Counsel 601 East 3 rd Street, Suite 302 Alton, IL 62002 618-465-7277	Tempkin, Wielga & Hardt, LLP Elizabeth Tempkin, Esq. Ryan Skylar, Esq. 1900 Wazee Street, Suite 303 Denver, CO 80211 303-292-4922
International Paper John Vincent Faraci Chairman CEO 6400 Poplar Avenue Memphis, TN 38197	International Paper Brian E. Heim, Chief Counsel Legal Department 6400 Poplar Avenue Memphis, TN 38197

List of PRPs Receiving General Notice Letters
Regarding Superfund Liability for the Smurfit Stone Site

PRP

Missoula County
Board of County Commissioners
Jean Curtiss Landquist, Chair
200 West Broadway
Missoula, MT 59802

Legal Counsel

Missoula County Attorney's Office
Martha E. McClain
Deputy County Attorney
200 West Broadway
Missoula, MT 59802
406-258-4779



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MAY 02 2014

M2 Green Redevelopment, LLC
Ray Stillwell
President and General Counsel
601 East 3rd Street, Suite 302
Alton, IL 62002

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Itemized Cost Summary

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

REGIONAL PAYROLL COSTS	\$46,006.58
HEADQUARTERS PAYROLL COSTS	\$1,476.63
REGIONAL TRAVEL COSTS	\$5,048.78
ACCEPTANCE CONTRACTS	
CHEMTECH CONSULTING GROUP, INC. (EPW09038)	\$5,957.25
ENFORCEMENT SUPPORT SERVICES (ESS)	
TOEROEK ASSOC. INC. (EPR80910)	\$22,550.80
SUPERFUND TECHNICAL ASSIST RESPONSE (ST3)	
URS OPERATING SERVICES INC. (EPW05050)	\$312,686.86
TECHNICAL AND ANALYTICAL SUPPORT SERVICES	
COMPUTER SCIENCES CORPORATION (EPW10016)	\$42,723.26
TECHNICAL SERVICES AND SUPPORT (TSSO)	
COMPUTER SCIENCES CORP (EPW06046)	\$1,990.52
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	\$43,643.53
EPA INDIRECT COSTS	\$191,724.93
Total Site Costs:	<u><u>\$673,809.14</u></u>

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Regional Payroll Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ABENDSCHAN, SHARON	2012	25	1.00	68.16
ANDERSON, SHARON A.	2013	01	9.00	613.48
Environmental Protection Specialist		02	1.25	85.20
		03	2.75	187.46
		04	0.50	34.08
		05	0.75	51.13
		06	0.75	50.88
		07	0.25	17.48
		09	2.00	140.08
		10	0.75	52.54
		11	0.50	35.03
		12	2.00	140.09
			<u>21.50</u>	<u>\$1,475.61</u>
ACKERMAN, JOYCE	2011	19	4.00	237.85
MARYMEE, JOYCE A.		20	2.00	151.81
Environmental Engineer (Osc)	2012	03	45.00	3,101.76
		17	10.00	768.22
		19	4.50	345.70
		20	1.00	76.83
		22	0.50	38.78
		24	2.00	153.65
			<u>69.00</u>	<u>\$4,874.60</u>
BINEGAR, JUDITH	2011	19	5.00	299.06
GEISE, JUDITH B.		20	2.00	119.64
Environmental Protection Specialist		21	4.00	239.26
		24	2.00	119.64
	2012	03	0.50	29.96
		16	1.50	92.58
		20	0.50	30.87
		22	3.00	185.17
		23	4.50	277.74
		26	0.50	30.87
		27	1.00	61.73
	2013	01	2.00	123.43

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Regional Payroll Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
BINEGAR, JUDITH	2013	03	2.50	154.30
		04	0.50	30.87
		05	3.00	185.17
		06	0.50	30.87
		08	18.00	1,111.29
		09	0.50	30.89
			<u>51.50</u>	<u>\$3,153.34</u>
COURTNEY, PATRICIA Public Affairs Specialist	2012	22	10.00	652.07
		23	3.00	195.61
		25	7.00	442.31
		26	13.00	821.43
	2013	01	16.00	1,008.50
		02	9.00	568.68
		03	30.00	1,895.60
		04	21.00	1,326.94
		05	14.00	884.63
		06	4.00	252.75
		07	6.00	379.13
		08	4.00	252.83
		09	6.00	379.47
		10	3.00	189.72
		12	7.00	442.71
		13	5.00	316.22
			<u>158.00</u>	<u>\$10,008.60</u>
FAULK, ANN Public Affairs Specialist	2012	19	1.00	70.41
		23	0.50	35.18
			<u>1.50</u>	<u>\$105.59</u>
FORREST, SABRINA Environmental Scientist	2012	23	3.00	190.62
		24	1.00	63.70
		25	5.00	316.39
	2013	01	1.00	68.01
		02	3.00	204.62
		03	1.00	68.21
		04	1.00	63.27

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Regional Payroll Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
ORREST, SABRINA	2013	06	5.00	325.13
		09	11.00	716.40
		10	6.00	390.77
			<u>37.00</u>	<u>\$2,407.12</u>
BRIFFINKAKLIKIAN, DONNA Toxicologist	2012	23	9.00	769.59
			<u>9.00</u>	<u>\$769.59</u>
ACKSON, LAURIANNE General Attorney	2011	19	1.75	85.52
		20	0.75	36.66
		21	1.50	73.30
		25	1.50	85.79
			<u>5.50</u>	<u>\$281.27</u>
INN, PEGGY Public Affairs Specialist	2011	19	5.50	338.32
		20	3.50	215.30
		21	9.00	553.61
		22	4.50	276.81
		23	12.00	738.15
		24	6.50	399.84
		25	1.00	61.52
		26	1.00	61.52
	2012	02	0.50	30.79
		06	0.50	29.86
		15	3.50	215.85
		16	2.00	123.34
		22	1.50	92.50
			<u>51.00</u>	<u>\$3,137.41</u>
ISANO, GILBERT Accountant	2011	17	0.75	30.89
			<u>0.75</u>	<u>\$30.89</u>
PARKER, ROBERT Environmental Engineer	2011	17	6.00	204.85
		18	5.00	170.73
		19	17.00	580.48

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Regional Payroll Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
PARKER, ROBERT	2011	20	13.00	443.89
		21	4.00	136.58
		22	1.50	51.21
		23	4.00	136.58
		25	12.00	463.99
		26	4.00	154.66
	2012	02	16.00	619.59
		03	18.00	697.03
		14	2.00	77.74
		17	13.00	505.31
		19	9.00	349.83
		20	13.00	478.39
		21	32.00	1,177.57
		22	32.00	1,192.86
		23	13.00	478.39
		24	8.00	352.87
		25	14.00	617.52
		26	27.00	1,190.94
		27	8.00	352.00
	2013	02	12.00	529.31
		03	19.00	838.06
		04	41.00	1,808.47
		05	33.00	1,455.59
		06	4.00	176.44
		07	3.00	132.33
		11	7.00	308.77
PIGGOTT, AMELIA GENERAL ATTORNEY		13	8.00	352.87
		<u>398.50</u>	<u>\$16,034.85</u>	
2012	16	4.50	243.34	
	17	1.00	54.08	
	22	1.00	54.08	
2013	01	1.00	54.08	
	04	9.50	513.74	
	05	2.75	148.77	
	08	14.50	784.41	

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Regional Payroll Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
WIGGOTT, AMELIA	2013	09	9.75	527.01
		10	3.50	189.19
		11	4.25	229.71
		13	0.75	40.54
			<u>52.50</u>	<u>\$2,838.95</u>
WOKORNY, CAROL	2011	21	1.00	68.61
Environmental Protection Specialist		22	0.25	17.07
		25	0.25	17.09
		27	0.75	51.07
	2012	03	1.25	85.47
		08	1.00	68.53
		23	1.00	70.28
			<u>5.50</u>	<u>\$378.12</u>
WUDY, MICHAEL	2013	03	2.00	142.40
Environmental Protection Specialist		04	4.00	284.80
			<u>6.00</u>	<u>\$427.20</u>
WILDER, SCOTT	2013	05	0.50	20.80
Student Trainee(Environmental Protection		07	0.50	20.80
		10	0.50	20.92
		12	0.50	20.92
			<u>2.00</u>	<u>\$83.44</u>
Total Regional Payroll Costs			<u><u>869.25</u></u>	<u><u>\$46,006.58</u></u>

Certified By Financial Management Office

Headquarters Payroll Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Hours</u>	<u>Payroll Costs</u>
LAUSCH, ROBERT	2012	23	2.50	176.84
Lead Environmental Scientist		25	1.25	88.42
		26	0.50	35.37
	2013	02	3.00	212.19
		03	0.25	17.68
		04	1.75	123.78
		06	2.75	185.19
		07	1.75	123.78
		09	3.50	247.84
		10	2.50	177.02
		11	0.50	35.41
		13	0.75	53.11
			<u>21.00</u>	<u>\$1,476.63</u>
Total Headquarters Payroll Costs			<u>21.00</u>	<u>\$1,476.63</u>

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Regional Travel Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>
ACKERMAN, JOYCE	0S0J12	AMP110032	11/14/2011	2,013.41
MARYMEE, JOYCE A. Environmental Engineer (Osc)				<hr/> \$2,013.41
PARKER, ROBERT	0RQ6F1	ACHA11195	07/18/2011	891.24
Environmental Engineer	0SW9S7	AVC130030	10/29/2012	921.11
	0SW9S7	AMP130023	10/29/2012	38.25
	0T09MB	AMP130049	12/06/2012	219.77
	0T09MB	AVC130066	12/06/2012	965.00
				<hr/> \$3,035.37
Total Regional Travel Costs				<hr/> <hr/> \$5,048.78

Certified By Financial Management Office

Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

ACCEPTANCE CONTRACTS

Contractor Name: CHEMTECH CONSULTING GROUP, INC.

EPA Contract Number: EPW09038

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	4	12/07/2011	12/14/2011

Project Officer(s): GOODRICH, DONALD

Dates of Service: From: 12/07/2011 To: 12/14/2011

Summary of Service: ACCEPTANCE CONTRACTS

Total Costs: \$5,957.25

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>
314367	12/07/2011	988.00	AVC110092 12/28/2011	988.00
314368	12/07/2011	1,111.50	AVC110092 12/28/2011	1,111.50
314369	12/07/2011	1,111.50	AVC110092 12/28/2011	1,111.50
314462	12/14/2011	832.00	AVC110093 12/29/2011	832.00
314463	12/14/2011	988.00	AVC110093 12/29/2011	988.00
314464	12/14/2011	926.25	AVC110093 12/29/2011	926.25
Total:				<u><u>\$5,957.25</u></u>

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOC. INC.

PA Contract Number: EPR80910

Delivery Order Information DO # Start Date End Date
41 07/26/2011 02/23/2013

Project Officer(s): POKORNY, CAROL
SHANNON, ELLEN
WILDER, SCOTT

Dates of Service: From: 07/26/2011 To: 02/23/2013

Summary of Service: ENFORCEMENT SUPPORT SERVICES

Total Costs: \$22,550.80

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
	08/15/2011	110.10	RCHC1 09/12/2011	110.10	8.71
	10/14/2011	37.42	AVC110037 11/09/2011	37.42	2.96
	09/15/2011	1,273.00	AVC110048 11/17/2011	1,270.27	100.44
	09/14/2012	5,253.81	AVC120200 09/28/2012	5,253.81	332.34
	10/15/2012	12,034.30	AVC130043 11/07/2012	12,034.30	761.27
	11/15/2012	90.15	AVC130065 12/05/2012	90.15	5.70
	12/14/2012	1,086.68	AVC130081 12/27/2012	1,086.68	68.74
	01/15/2013	49.43	AVC130105 01/31/2013	49.43	3.13
	02/15/2013	186.11	AVC130129 03/06/2013	186.11	11.77
0	03/15/2013	1,069.80	AVC130146 03/29/2013	1,069.80	67.67
Total:				<u>\$21,188.07</u>	<u>\$1,362.73</u>

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013ENFORCEMENT SUPPORT SERVICES (ESS)

Contractor Name: TOEROEK ASSOC. INC.
EPA Contract Number: EPR80910
Delivery Order Information DO # Start Date End Date
41 07/26/2011 02/23/2013
Project Officer(s): POKORNY, CAROL
SHANNON, ELLEN
WILDER, SCOTT
Dates of Service: From: 07/26/2011 To: 02/23/2013
Summary of Service: ENFORCEMENT SUPPORT SERVICES
Total Costs: \$22,550.80

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
1	RCHC1	Final	0.079073
3	AVC110037	Final	0.079073
2	AVC110048	Final	0.079073
4	AVC120200	Provisional	0.063258
5	AVC130043	Provisional	0.063258
6	AVC130065	Provisional	0.063258
7	AVC130081	Provisional	0.063258
8	AVC130105	Provisional	0.063258
9	AVC130129	Provisional	0.063258
10	AVC130146	Provisional	0.063258

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013SUPERFUND TECHNICAL ASSIST RESPONSE (ST3)

Contractor Name: URS OPERATING SERVICES INC.

EPA Contract Number: EPW05050

Delivery Order Information	DO #	Start Date	End Date
	10	05/28/2011	09/28/2012
	14	05/28/2011	01/25/2013

Project Officer(s): SANDOVAL, JONI

Dates of Service: From: 05/28/2011 To: 01/25/2013

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$312,686.86

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
0-70	07/20/2011	169,202.75	R1A85 08/17/2011	2,081.08	106.71
4-70	07/18/2011	55,722.84	R1A85 08/17/2011	2,814.15	144.30
0-71	08/16/2011	121,345.61	RCHC1 09/15/2011	2,744.09	140.71
4-72	09/14/2011	32,839.49	AVC110012 11/03/2011	1,707.08	87.54
0-72	09/15/2011	192,507.69	AVC110048 11/17/2011	1,999.93	102.55
0-73	10/18/2011	357,181.24	AVC110051 11/21/2011	11,504.36	589.92
0-74	11/15/2011	552,786.29	AVC110081 12/15/2011	7,792.02	399.56
4-74	11/15/2011	51,327.10	AVC110081 12/15/2011	28,359.03	1,454.19
0-75	12/14/2011	127,089.17	AVC120009 01/13/2012	20,052.32	1,028.25
4-75	12/14/2011	60,206.53	AVC120009 01/13/2012	5,063.67	259.65
4-76	01/17/2012	102,895.73	AVC120040 02/17/2012	29,258.56	1,500.32
0-76	01/17/2012	138,452.44	AVC120042 02/21/2012	3,613.74	185.31
0-77	02/16/2012	226,051.72	AVC120063 03/20/2012	19,598.72	1,004.99
4-77	02/16/2012	118,284.31	AVC120063 03/20/2012	18,239.78	935.30
4-78	03/14/2012	116,780.92	AVC120083 04/13/2012	2,356.99	120.86
0-78	03/14/2012	177,843.54	AVC120084 04/16/2012	9,558.27	490.13
0-79	04/17/2012	128,520.40	AVC120109 05/21/2012	9,819.54	503.53
4-79	04/17/2012	108,933.67	AVC120109 05/21/2012	17,094.25	876.56
0-80	05/17/2012	90,945.30	AVC120127 06/15/2012	12,582.19	645.19
4-80	05/17/2012	62,983.97	AVC120127 06/15/2012	160.19	8.21
0-81	06/14/2012	105,030.37	AVC120149 07/18/2012	1,192.49	61.15
4-81	06/14/2012	47,779.13	AVC120149 07/18/2012	32.94	1.69
0-82	07/16/2012	115,793.03	AVC120169 08/15/2012	21.78	1.12
4-82	07/16/2012	46,454.75	AVC120169 08/15/2012	32.94	1.69

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

SUPERFUND TECHNICAL ASSIST RESPONSE (ST3)

Contractor Name: URS OPERATING SERVICES INC.

EPA Contract Number: EPW05050

Delivery Order Information	DO #	Start Date	End Date
	10	05/28/2011	09/28/2012
	14	05/28/2011	01/25/2013

Project Officer(s): SANDOVAL, JONI

Dates of Service: From: 05/28/2011 To: 01/25/2013

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$312,686.86

Voucher Number	Voucher Date	Voucher Amount	Treasury Schedule Number and Date	Site Amount	Annual Allocation
10-83	08/13/2012	181,213.44	AVC120188 09/12/2012	766.48	39.30
14-83	08/13/2012	27,623.55	AVC120188 09/12/2012	2,179.68	111.77
10-84	09/12/2012	300,620.59	AVC130014 10/12/2012	5,614.83	287.92
14-84	09/12/2012	26,910.07	AVC130014 10/12/2012	6,956.58	356.72
14-85	10/16/2012	56,082.59	AVC130048 11/15/2012	18,662.87	956.99
10-85R1	11/09/2012	160,237.30	AVC130062 11/30/2012	1,051.80	53.93
14-86	11/16/2012	54,248.89	AVC130063 12/03/2012	19,577.14	1,003.88
14-87	12/13/2012	29,466.76	AVC130091 01/10/2013	7,849.50	402.50
14-88	01/16/2013	44,519.12	AVC130113 02/11/2013	14,578.64	747.56
14-89	02/13/2013	29,087.34	AVC130139 03/20/2013	12,517.36	641.87
Total:				<u>\$297,434.99</u>	<u>\$15,251.87</u>

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

SUPERFUND TECHNICAL ASSIST RESPONSE (ST3)

Contractor Name: URS OPERATING SERVICES INC.

EPA Contract Number: EPW05050

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	10	05/28/2011	09/28/2012
	14	05/28/2011	01/25/2013

Project Officer(s): SANDOVAL, JONI

Dates of Service: From: 05/28/2011 To: 01/25/2013

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$312,686.86

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
10-70	R1A85	Provisional	0.051278
14-70	R1A85	Provisional	0.051278
10-71	RCHC1	Provisional	0.051278
14-72	AVC110012	Provisional	0.051278
10-72	AVC110048	Provisional	0.051278
10-73	AVC110051	Provisional	0.051278
10-74	AVC110081	Provisional	0.051278
14-74	AVC110081	Provisional	0.051278
10-75	AVC120009	Provisional	0.051278
14-75	AVC120009	Provisional	0.051278
14-76	AVC120040	Provisional	0.051278
10-76	AVC120042	Provisional	0.051278
10-77	AVC120063	Provisional	0.051278
14-77	AVC120063	Provisional	0.051278
14-78	AVC120083	Provisional	0.051278
10-78	AVC120084	Provisional	0.051278
10-79	AVC120109	Provisional	0.051278
14-79	AVC120109	Provisional	0.051278
10-80	AVC120127	Provisional	0.051278
14-80	AVC120127	Provisional	0.051278
10-81	AVC120149	Provisional	0.051278
14-81	AVC120149	Provisional	0.051278
10-82	AVC120169	Provisional	0.051278
14-82	AVC120169	Provisional	0.051278

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

SUPERFUND TECHNICAL ASSIST RESPONSE (ST3)

Contractor Name: URS OPERATING SERVICES INC.

EPA Contract Number: EPW05050

Delivery Order Information	<u>DO #</u>	<u>Start Date</u>	<u>End Date</u>
	10	05/28/2011	09/28/2012
	14	05/28/2011	01/25/2013

Project Officer(s): SANDOVAL, JONI

Dates of Service: From: 05/28/2011 To: 01/25/2013

Summary of Service: S/F TECH ASSESSMENT&RESPONSE TEAM (REDI)

Total Costs: \$312,686.86

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
10-83	AVC120188	Provisional	0.051278
14-83	AVC120188	Provisional	0.051278
10-84	AVC130014	Provisional	0.051278
14-84	AVC130014	Provisional	0.051278
14-85	AVC130048	Provisional	0.051278
10-85R1	AVC130062	Provisional	0.051278
14-86	AVC130063	Provisional	0.051278
14-87	AVC130091	Provisional	0.051278
14-88	AVC130113	Provisional	0.051278
14-89	AVC130139	Provisional	0.051278

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

TECHNICAL AND ANALYTICAL SUPPORT SERVICES

Contractor Name: COMPUTER SCIENCES CORPORATION
 EPA Contract Number: EPW10016
 Project Officer(s): JOHNSON, EMILY
 Dates of Service: From: 08/01/2012 To: 02/22/2013
 Summary of Service: HAZARD RANKING/NATIONAL PRIORITY LIST SUPPORT
 Total Costs: \$42,723.26

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
1846.2-001	08/31/2012	200,826.64	AVC130003 10/02/2012	537.38	265.27
1846.2-002	10/08/2012	305,636.42	AVC130034 10/31/2012	3,585.74	1,770.04
1846.2-003	11/01/2012	258,884.92	AVC130053 11/21/2012	3,596.31	1,420.21
1846.2-004	11/30/2012	247,951.34	AVC130076 12/19/2012	6,865.51	2,711.24
1846.2-005	01/04/2013	328,472.06	AVC130100 01/24/2013	7,777.60	3,071.43
1846.2-006	02/01/2013	238,748.81	AVC130121 02/22/2013	5,872.83	2,319.22
1846.2-007	03/01/2013	241,442.19	AVC130141 03/22/2013	2,100.84	829.64
Total:				<u>\$30,336.21</u>	<u>\$12,387.05</u>

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

TECHNICAL AND ANALYTICAL SUPPORT SERVICES

Contractor Name: COMPUTER SCIENCES CORPORATION
EPA Contract Number: EPW10016
Project Officer(s): JOHNSON, EMILY
Dates of Service: From: 08/01/2012 To: 02/22/2013
Summary of Service: HAZARD RANKING/NATIONAL PRIORITY LIST SUPPORT
Total Costs: \$42,723.26

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
4846.2-001	AVC130003	Final	0.493634
4846.2-002	AVC130034	Final	0.493634
4846.2-003	AVC130053	Provisional	0.394907
4846.2-004	AVC130076	Provisional	0.394907
4846.2-005	AVC130100	Provisional	0.394907
4846.2-006	AVC130121	Provisional	0.394907
4846.2-007	AVC130141	Provisional	0.394907

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013TECHNICAL SERVICES AND SUPPORT (TSSO)

Contractor Name: COMPUTER SCIENCES CORP
 PA Contract Number: EPW06046
 Project Officer(s): TAYLOR, LUCINDA
 Dates of Service: From: 06/20/2011 To: 03/30/2012
 Summary of Service: TECHNICAL SERVICES AND SUPPORT
 Total Costs: \$1,990.52

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>Annual Allocation</u>
04791.2-0006	12/01/2011	843,564.31	AVC110093 12/29/2011	528.71	398.93
04791.2-0005	11/03/2011	890,868.31	AVC120001 01/06/2012	104.95	79.19
04791.2-0007	01/06/2012	1,046,370.40	AVC120030 02/06/2012	379.30	286.19
791.2-0008	02/02/2012	887,124.76	AVC120050 03/02/2012	40.83	30.81
12RAFY1211	04/25/2012	605,277.17	AVC120114 05/29/2012	80.71	60.90
Total:				<u>\$1,134.50</u>	<u>\$856.02</u>

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Contract Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

TECHNICAL SERVICES AND SUPPORT (TSSO)

Contractor Name: COMPUTER SCIENCES CORP
EPA Contract Number: EPW06046
Project Officer(s): TAYLOR, LUCINDA
Dates of Service: From: 06/20/2011 To: 03/30/2012
Summary of Service: TECHNICAL SERVICES AND SUPPORT
Total Costs: \$1,990.52

<u>Voucher Number</u>	<u>Schedule Number</u>	<u>Rate Type</u>	<u>Annual Allocation Rate</u>
C04791.2-0006	AVC110093	Provisional	0.754532
C04791.2-0005	AVC120001	Provisional	0.754532
C04791.2-0007	AVC120030	Provisional	0.754532
4791.2-0008	AVC120050	Provisional	0.754532
912RAFY1211	AVC120114	Provisional	0.754532

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Financial Cost Summary for the Contract Lab Program

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

CONTRACT LAB PROGRAM (CLP) COSTS

Total Routine Analytical Services (RAS) Costs

\$43,643.53

Total Financial Cost Summary

\$43,643.53

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Financial Cost Summary for the Contract Lab Program
SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04
FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013

CONTRACT LAB PROGRAM (CLP) COSTSRoutine Analytical Services (RAS)

Total Costs: \$43,643.53

<u>Voucher Number</u>	<u>Voucher Date</u>	<u>Voucher Amount</u>	<u>Treasury Schedule Number and Date</u>	<u>Site Amount</u>	<u>SMO Amount</u>
<u>Case Number: 41926</u>					
<u>EPA Contract Number: EPW11033, SPECTRUM ANALYTICAL</u>					
M9011514	12/16/2011	6,956.40	AVC120006 01/11/2012	6,956.40	5,248.83
M9011519	12/16/2011	6,456.60	AVC120006 01/11/2012	6,456.60	4,871.71
M9011624	12/29/2011	5,895.60	AVC120023 01/26/2012	5,895.60	4,448.42
M9011625	12/29/2011	5,566.14	AVC120023 01/26/2012	5,566.14	4,199.83
Totals for EPW11033:				\$24,874.74	\$18,768.79
Totals for Case Number 41926:				\$24,874.74	\$18,768.79
Totals for Routine Analytical Services:				\$24,874.74	\$18,768.79

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Financial Cost Summary for the Contract Lab Program

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

CONTRACT LAB PROGRAM (CLP) COSTSFiscal
Year

2012

Rate Type

Provisional

SMO

Rate

0.754532

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EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013

<u>Fiscal Year</u>	<u>Direct Costs</u>	<u>Indirect Rate(%)</u>	<u>Indirect Costs</u>
2011	15,662.39	39.77%	6,228.95
2012	292,275.80	39.77%	116,238.13
2013	174,146.02	39.77%	69,257.85
	<u>482,084.21</u>		
Total EPA Indirect Costs			<u>\$191,724.93</u>

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EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ACKERMAN, JOYCE	2011	19	237.85	39.77%	94.59
		20	151.81	39.77%	60.37
			<u>389.66</u>		<u>\$154.96</u>
BINEGAR, JUDITH	2011	19	299.06	39.77%	118.94
		20	119.64	39.77%	47.58
		21	239.26	39.77%	95.15
		24	119.64	39.77%	47.58
			<u>777.60</u>		<u>\$309.25</u>
JACKSON, LAURIANNE	2011	19	85.52	39.77%	34.01
		20	36.66	39.77%	14.58
		21	73.30	39.77%	29.15
		25	85.79	39.77%	34.12
			<u>281.27</u>		<u>\$111.86</u>
LINN, PEGGY	2011	19	338.32	39.77%	134.55
		20	215.30	39.77%	85.62
		21	553.61	39.77%	220.17
		22	276.81	39.77%	110.09
		23	738.15	39.77%	293.56
		24	399.84	39.77%	159.02
		25	61.52	39.77%	24.47
		26	61.52	39.77%	24.47
			<u>2,645.07</u>		<u>\$1,051.95</u>
LISANO, GILBERT	2011	17	30.89	39.77%	12.28
			<u>30.89</u>		<u>\$12.28</u>

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EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PARKER, ROBERT	2011	17	204.85	39.77%	81.47
		18	170.73	39.77%	67.90
		19	580.48	39.77%	230.86
		20	443.89	39.77%	176.54
		21	136.58	39.77%	54.32
		22	51.21	39.77%	20.37
		23	136.58	39.77%	54.32
		25	463.99	39.77%	184.53
		26	154.66	39.77%	61.51
			<u>2,342.97</u>		<u>\$931.82</u>
POKORNY, CAROL	2011	21	68.61	39.77%	27.29
		22	17.07	39.77%	6.79
		25	17.09	39.77%	6.80
		27	51.07	39.77%	20.31
			<u>153.84</u>		<u>\$61.19</u>
Total Fiscal Year 2011 Payroll Direct Costs:			<u><u>6,621.30</u></u>		<u><u>\$2,633.31</u></u>

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PARKER, ROBERT	0RQ6F1	07/18/2011	891.24	39.77%	354.45
			891.24		\$354.45
Total Fiscal Year 2011 Travel Direct Costs:			891.24		\$354.45

Certified By Financial Management Office

EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPR80910	1	09/12/2011	110.10	8.71	39.77%	47.25
			110.10	8.71		\$47.25
EPW05050	14-70	08/17/2011	2,814.15	144.30	39.77%	1,176.58
	10-70	08/17/2011	2,081.08	106.71	39.77%	870.08
	10-71	09/15/2011	2,744.09	140.71	39.77%	1,147.28
			7,639.32	391.72		\$3,193.94
Total Fiscal Year 2011 Other Direct Costs:			7,749.42	400.43		\$3,241.19
Total Fiscal Year 2011:			15,662.39			\$6,228.95

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ABENDSCHAN, SHARON	2012	25	68.16	39.77%	27.11
			68.16		\$27.11
ACKERMAN, JOYCE	2012	03	3,101.76	39.77%	1,233.57
		17	768.22	39.77%	305.52
		19	345.70	39.77%	137.48
		20	76.83	39.77%	30.56
		22	38.78	39.77%	15.42
		24	153.65	39.77%	61.11
			4,484.94		\$1,783.66
BINEGAR, JUDITH	2012	03	29.96	39.77%	11.92
		16	92.58	39.77%	36.82

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EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
BINEGAR, JUDITH	2012	20	30.87	39.77%	12.28
		22	185.17	39.77%	73.64
		23	277.74	39.77%	110.46
		26	30.87	39.77%	12.28
		27	61.73	39.77%	24.55
			<u>708.92</u>		<u>\$281.95</u>
COURTNEY, PATRICIA	2012	22	652.07	39.77%	259.33
		23	195.61	39.77%	77.79
		25	442.31	39.77%	175.91
		26	821.43	39.77%	326.68
			<u>2,111.42</u>		<u>\$839.71</u>
FAULK, ANN	2012	19	70.41	39.77%	28.00
		23	35.18	39.77%	13.99
			<u>105.59</u>		<u>\$41.99</u>
FORREST, SABRINA	2012	23	190.62	39.77%	75.81
		24	63.70	39.77%	25.33
		25	316.39	39.77%	125.83
			<u>570.71</u>		<u>\$226.97</u>
GRIFFINKAKLIKIAN, DONNA	2012	23	769.59	39.77%	306.07
			<u>769.59</u>		<u>\$306.07</u>
LAUSCH, ROBERT	2012	23	176.84	39.77%	70.33
		25	88.42	39.77%	35.16

Certified By Financial Management Office

EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04
 FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
 COSTS FROM 10/01/1980 THROUGH 03/31/2013

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
AUSCH, ROBERT	2012	26	35.37	39.77%	14.07
			300.63		\$119.56
JINN, PEGGY	2012	02	30.79	39.77%	12.25
		06	29.86	39.77%	11.88
		15	215.85	39.77%	85.84
		16	123.34	39.77%	49.05
		22	92.50	39.77%	36.79
			492.34		\$195.81
PARKER, ROBERT	2012	02	619.59	39.77%	246.41
		03	697.03	39.77%	277.21
		14	77.74	39.77%	30.92
		17	505.31	39.77%	200.96
		19	349.83	39.77%	139.13
		20	478.39	39.77%	190.26
		21	1,177.57	39.77%	468.32
		22	1,192.86	39.77%	474.40
		23	478.39	39.77%	190.26
		24	352.87	39.77%	140.34
		25	617.52	39.77%	245.59
		26	1,190.94	39.77%	473.64
		27	352.00	39.77%	139.99
			8,090.04		\$3,217.43
PIGGOTT, AMELIA	2012	16	243.34	39.77%	96.78
		17	54.08	39.77%	21.51
		22	54.08	39.77%	21.51
			351.50		\$139.80

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EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
POKORNY, CAROL	2012	03	85.47	39.77%	33.99
		08	68.53	39.77%	27.25
		23	70.28	39.77%	27.95
			224.28		\$89.19

Total Fiscal Year 2012 Payroll Direct Costs:

18,278.12

\$7,269.25

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ACKERMAN, JOYCE	0S0JI2	11/14/2011	2,013.41	39.77%	800.73
			2,013.41		\$800.73

Total Fiscal Year 2012 Travel Direct Costs:

2,013.41

\$800.73

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPR80910	3	11/09/2011	37.42	2.96	39.77%	16.06
	2	11/17/2011	1,270.27	100.44	39.77%	545.13
	4	09/28/2012	182.12	11.52	39.77%	77.01
			5,071.69	320.82	39.77%	2,144.60
			6,561.50	435.74		\$2,782.80
EPW05050	14-72	11/03/2011	1,707.08	87.54	39.77%	713.72
	10-72	11/17/2011	1,999.93	102.55	39.77%	836.16
	10-73	11/21/2011	11,504.36	589.92	39.77%	4,809.90
	14-74	12/15/2011	5,239.57	268.67	39.77%	2,190.63

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EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04
 FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
 COSTS FROM 10/01/1980 THROUGH 03/31/2013

OTHER DIRECT COSTS

Contract, AG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
3PW05050	14-74	12/15/2011	23,119.46	1,185.52	39.77%	9,666.09
	10-74	12/15/2011	4,479.45	229.70	39.77%	1,872.83
			3,312.57	169.86	39.77%	1,384.96
	14-75	01/13/2012	2,665.28	136.67	39.77%	1,114.34
			2,398.39	122.98	39.77%	1,002.75
	10-75	01/13/2012	2,067.27	106.01	39.77%	864.31
			17,985.05	922.24	39.77%	7,519.43
	14-76	02/17/2012	125.24	6.42	39.77%	52.36
			29,133.32	1,493.90	39.77%	12,180.45
	10-76	02/21/2012	3,613.74	185.31	39.77%	1,510.88
	10-77	03/20/2012	2,915.41	149.50	39.77%	1,218.91
			16,683.31	855.49	39.77%	6,975.18
	14-77	03/20/2012	18,239.78	935.30	39.77%	7,625.93
	14-78	04/13/2012	2,356.99	120.86	39.77%	985.44
	10-78	04/16/2012	9,558.27	490.13	39.77%	3,996.25
	10-79	05/21/2012	9,819.54	503.53	39.77%	4,105.48
	14-79	05/21/2012	17,094.25	876.56	39.77%	7,146.99
	14-80	06/15/2012	160.19	8.21	39.77%	66.97
	10-80	06/15/2012	12,582.19	645.19	39.77%	5,260.53
	14-81	07/18/2012	32.94	1.69	39.77%	13.77
	10-81	07/18/2012	1,192.49	61.15	39.77%	498.57
	10-82	08/15/2012	21.78	1.12	39.77%	9.11
	14-82	08/15/2012	32.94	1.69	39.77%	13.77
	14-83	09/12/2012	2,179.68	111.77	39.77%	911.31
	10-83	09/12/2012	766.48	39.30	39.77%	320.46
			202,986.95	10,408.78		\$84,867.48
3PW06046	C04791.2-0006	12/29/2011	528.71	398.93	39.77%	368.92
	C04791.2-0005	01/06/2012	104.95	79.19	39.77%	73.23
	C04791.2-0007	02/06/2012	379.30	286.19	39.77%	264.67
	4791.2-0008	03/02/2012	40.83	30.81	39.77%	28.49

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EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

OTHER DIRECT COSTS

Contract, IAG, SCA, Misc.NO	Voucher Number	Treasury Schedule Date	Site Amount	Annual/SMO Allocation Costs	Ind. Rate (%)	Indirect Costs
EPW06046	912RAFY1211	05/29/2012	80.71	60.90	39.77%	56.32
			1,134.50	856.02		\$791.63
EPW09038	314368	12/28/2011	1,111.50	0.00	39.77%	442.04
	314367	12/28/2011	988.00	0.00	39.77%	392.93
	314369	12/28/2011	1,111.50	0.00	39.77%	442.04
	314462	12/29/2011	832.00	0.00	39.77%	330.89
	314463	12/29/2011	988.00	0.00	39.77%	392.93
	314464	12/29/2011	926.25	0.00	39.77%	368.37
			5,957.25	0.00		\$2,369.20
EPW11033	M9011519	01/11/2012	6,456.60	4,871.71	39.77%	4,505.27
	M9011514	01/11/2012	6,956.40	5,248.83	39.77%	4,854.02
	M9011624	01/26/2012	5,895.60	4,448.42	39.77%	4,113.82
	M9011625	01/26/2012	5,566.14	4,199.83	39.77%	3,883.93
			24,874.74	18,768.79		\$17,357.04
Total Fiscal Year 2012 Other Direct Costs:			241,514.94	30,469.33		\$108,168.15
Total Fiscal Year 2012:			292,275.80			\$116,238.13

PAYROLL DIRECT COSTS

Employee Name	Fiscal Year	Pay Period	Payroll Costs	Ind. Rate (%)	Indirect Costs
ABENDSCHAN, SHARON	2013	01	613.48	39.77%	243.98
		02	85.20	39.77%	33.88
		03	187.46	39.77%	74.55
		04	34.08	39.77%	13.55
		05	51.13	39.77%	20.33

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SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04
 FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
 COSTS FROM 10/01/1980 THROUGH 03/31/2013

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ABENDSCHAN, SHARON	2013	06	50.88	39.77%	20.23
		07	17.48	39.77%	6.95
		09	140.08	39.77%	55.71
		10	52.54	39.77%	20.90
		11	35.03	39.77%	13.93
		12	140.09	39.77%	55.71
			<u>1,407.45</u>		<u>\$559.72</u>
BINEGAR, JUDITH	2013	01	123.43	39.77%	49.09
		03	154.30	39.77%	61.37
		04	30.87	39.77%	12.28
		05	185.17	39.77%	73.64
		06	30.87	39.77%	12.28
		08	1,111.29	39.77%	441.96
		09	30.89	39.77%	12.28
			<u>1,666.82</u>		<u>\$662.90</u>
COURTNEY, PATRICIA	2013	01	1,008.50	39.77%	401.08
		02	568.68	39.77%	226.16
		03	1,895.60	39.77%	753.88
		04	1,326.94	39.77%	527.72
		05	884.63	39.77%	351.82
		06	252.75	39.77%	100.52
		07	379.13	39.77%	150.78
		08	252.83	39.77%	100.55
		09	379.47	39.77%	150.92
		10	189.72	39.77%	75.45
		12	442.71	39.77%	176.07
		13	316.22	39.77%	125.76
			<u>7,897.18</u>		<u>\$3,140.71</u>

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EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
FORREST, SABRINA	2013	01	68.01	39.77%	27.05
		02	204.62	39.77%	81.38
		03	68.21	39.77%	27.13
		04	63.27	39.77%	25.16
		06	325.13	39.77%	129.30
		09	716.40	39.77%	284.91
		10	390.77	39.77%	155.41
			<u>1,836.41</u>		<u>\$730.34</u>
LAUSCH, ROBERT	2013	02	212.19	39.77%	84.39
		03	17.68	39.77%	7.03
		04	123.78	39.77%	49.23
		06	185.19	39.77%	73.65
		07	123.78	39.77%	49.23
		09	247.84	39.77%	98.57
		10	177.02	39.77%	70.40
		11	35.41	39.77%	14.08
		13	53.11	39.77%	21.12
			<u>1,176.00</u>		<u>\$467.70</u>
PARKER, ROBERT	2013	02	529.31	39.77%	210.51
		03	838.06	39.77%	333.30
		04	1,808.47	39.77%	719.23
		05	1,455.59	39.77%	578.89
		06	176.44	39.77%	70.17
		07	132.33	39.77%	52.63
		11	308.77	39.77%	122.80
		13	352.87	39.77%	140.34
			<u>5,601.84</u>		<u>\$2,227.87</u>
PIGGOTT, AMELIA	2013	01	54.08	39.77%	21.51

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EPA Indirect Costs

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04

FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

PAYROLL DIRECT COSTS

<u>Employee Name</u>	<u>Fiscal Year</u>	<u>Pay Period</u>	<u>Payroll Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
Piggott, Amelia	2013	04	513.74	39.77%	204.31
		05	148.77	39.77%	59.17
		08	784.41	39.77%	311.96
		09	527.01	39.77%	209.59
		10	189.19	39.77%	75.24
		11	229.71	39.77%	91.36
		13	40.54	39.77%	16.12
			<u>2,487.45</u>		<u>\$989.26</u>
Rudy, Michael	2013	03	142.40	39.77%	56.63
		04	284.80	39.77%	113.26
			<u>427.20</u>		<u>\$169.89</u>
Vilder, Scott	2013	05	20.80	39.77%	8.27
		07	20.80	39.77%	8.27
		10	20.92	39.77%	8.32
		12	20.92	39.77%	8.32
			<u>83.44</u>		<u>\$33.18</u>
Total Fiscal Year 2013 Payroll Direct Costs:			<u><u>22,583.79</u></u>		<u><u>\$8,981.57</u></u>

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
ARKER, ROBERT	OSW9S7	10/29/2012	921.11	39.77%	366.33
			38.25	39.77%	15.21
	OT09MB	12/06/2012	965.00	39.77%	383.78

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EPA Indirect Costs

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FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)

COSTS FROM 10/01/1980 THROUGH 03/31/2013

TRAVEL DIRECT COSTS

<u>Traveler/Vendor Name</u>	<u>Travel Number</u>	<u>Treasury Schedule Date</u>	<u>Travel Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
PARKER, ROBERT	0T09MB	12/06/2012	219.77	39.77%	87.40
			2,144.13		\$852.72
Total Fiscal Year 2013 Travel Direct Costs:			2,144.13		\$852.72

OTHER DIRECT COSTS

<u>Contract, IAG, SCA, Misc.NO</u>	<u>Voucher Number</u>	<u>Treasury Schedule Date</u>	<u>Site Amount</u>	<u>Annual/SMO Allocation Costs</u>	<u>Ind. Rate (%)</u>	<u>Indirect Costs</u>
EPR80910	5	11/07/2012	12,034.30	761.27	39.77%	5,088.80
	6	12/05/2012	90.15	5.70	39.77%	38.12
	7	12/27/2012	1,086.68	68.74	39.77%	459.51
	8	01/31/2013	49.43	3.13	39.77%	20.90
	9	03/06/2013	186.11	11.77	39.77%	78.70
	10	03/29/2013	1,069.80	67.67	39.77%	452.37
			14,516.47	918.28		\$6,138.40
EPW05050	14-84	10/12/2012	2,623.20	134.51	39.77%	1,096.74
			4,333.38	222.21	39.77%	1,811.76
	10-84	10/12/2012	5,614.83	287.92	39.77%	2,347.52
	14-85	11/15/2012	2,237.29	114.72	39.77%	935.39
			16,425.58	842.27	39.77%	6,867.42
	10-85R1	11/30/2012	1,051.80	53.93	39.77%	439.75
	14-86	12/03/2012	19,430.58	996.36	39.77%	8,123.79
			146.56	7.52	39.77%	61.28
	14-87	01/10/2013	4,237.95	217.31	39.77%	1,771.86
			3,611.55	185.19	39.77%	1,509.96
	14-88	02/11/2013	14,578.64	747.56	39.77%	6,095.23

MAR 03 2016

Legal Descriptions:

S02, T14 N, R21 W, ACRES 26.58, IN SE4 SW4 W OF R/W 23.32AC & RR
R/W IN SE4 SW4 3.26AC

S11, T14 N, R21 W, ACRES 395.64, IN N2 & E2 & IN S2 & RR R/W IN
N2 LESS COS 6354 TRACT 1 & COS 6462

W2 PORTION OF NE4 & SE4 LESS COS 6462 LESS 6468

S24, T14 N, R21 W, ACRES 477.45, PORTIONS IN NE4, NW4, SW4

W2 & TR A IN W2 NE4 LESS R/W, DITCH & PT SOLD PLATS A & E
395.63AC & RR R/W & COS 1467 TR C IN NE4 LESS PT SOLD PLATS C1 &
E3 33.21AC

S14, T14 N, R21 W, ACRES 515.63, IN N2 192.72AC**RR R/W IN E2
NE4 3.56AC**IN E2 & E2 SW4 319.53AC

S10, T14 N, R21 W, ACRES 10.73, IN NE4

S13, T14 N, R21 W, ACRES 69, IN SE4 SW4 & IN E2 NW4 24-14-21
PLANT SITE

W2 PORTION OF NE4 & SE4 LESS COS 6462

S13, T14 N, R21 W, C.O.S. 6468, PARCEL TRACT 4, ACRES 15.27, IN
S2

S11, T14 N, R21 W, NW4 NW4


S13, T14 N, R21 W, C.O.S. 6468, PARCEL TRACT 3, ACRES 20, IN S2

S13, T14N, R21W, C.O.S. 6468, PARCEL TRACT 2, ACRES 53.52, SW4
NW4

S13, T14 N, R21 W, C.O.S. 1095, PARCEL TRATCT B, ACRES 1.24

S23, T14 N, R21 W, ACRES 400, IN E2 & E2 NW4

Choose Parcel Search Criteria:

X Property Record Card
 Tax Year **2016** 
[Print](#)

By Owner

County:

















MISSOULA 

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC 
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

Summary

Primary Information

Property Category: RP**Geocode:** 04-2324-02-3-02-01-0000**Primary Owner:**

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey: PLAT C5/C5-1**Subdivision:****Legal Description:**

S02, T14 N, R21 W, ACRES 26.58, IN SE4 SW4 W OF R/W 23.32AC & RR R/W IN SE4 SW4 3.26AC

Last Modified: 10/10/2015 7:09:22 AM

General Property Information

Neighborhood: 027**Living Units:** 0**Zoning:****Linked Property:**

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:**General:** 0**Limited:** 0

Property Factors

Topography: 8**Utilities:** 0**Access:** 3**Location:** 0 - Rural Land

Land Summary

Land Type

Acres

Value

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

X Property Record Card

Tax Year 2016

Print

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-11-1-01-13-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision:

Legal Description:

S11, T14 N, R21 W, ACRES 395.64, IN N2 & E2 & IN S2 & PR R/W IN N2 LESS COS 6354 TRACT 1 & COS 6462

Last Modified: 12/5/2015 7:21:13 PM

General Property Information

Neighborhood: 027

Property Type: AR - Agricultural Rural

Living Units: 0

Levy District: 04-1598-40-3

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Fronting: 8 - Frontage Road

Utilities: 7, 8

Parking Type:

Access: 1

Parking Quantity:

Location: 0 - Rural Land

Parking Proximity:

Land Summary

	Land Type	Acres	Value
Owners			
Appraisals			
Market Land Info			
Dwellings			
Other Buildings/Improvements			
Commercial			
Ag/Forest Land			

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

Property Record Card
Tax Year 2016
[Print](#)

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-13-2-01-01-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey: 6462

Subdivision:

Legal Description:

W2 PORTION OF NE4 & SE4 LESS COS 6462 LESS 6468

Last Modified: 12/23/2015 7:39:07 PM

General Property Information

Neighborhood: 027

Living Units: 1

Zoning:

Linked Property:

Linked Property	Link Type	
04-2324-24-1-01-01-0000	2 - Commercial (tieback is primary parcel)	View
04-2324-13-2-01-11-0000	3 - Agricultural (tieback is primary parcel)	View

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Utilities: 7, 8, 9

Access: 2

Location: 0 - Rural Land

Land Summary

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Subcategory: Industrial Real Property

Assessment Code: 0000665104

Property Address: 14755 LOISELLE LN

MISSOULA, MT 59802

COS Parcel: TRACT 1

Fronting: 0 - None

Parking Type:

Parking Quantity:

Parking Proximity:

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

X Property Record Card

Tax Year 2016

[Print](#)

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-24-1-01-01-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision:

Legal Description:

S24, T14 N, R21 W, ACRES 477.45, PORTIONS IN NE4, NW4, SW4

Last Modified: 12/23/2015 7:39:05 PM

General Property Information

Neighborhood: 027

Living Units: 1

Zoning:

Property Type: IR - Industrial Rural

Levy District: 04-1598-40-3

Ownership %: 100

Linked Property:

Linked Property	Link Type	
04-2324-13-2-01-01-0000	2 - Commercial (tieback is primary parcel)	View
04-2324-13-2-01-11-0000	2 - Commercial (tieback is primary parcel)	View

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Utilities: 7, 8, 9

Access: 3

Location: 7 - Industrial Site

Land Summary

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

✕ Property Record Card
 Tax Year **2016** ▼
[Print](#)

By Owner

County:

MISSOULA ▼

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

Summary

Primary Information

Property Category: RP
Geocode: 04-2324-25-2-01-05-0000
Primary Owner: M2GREEN REDEVELOPMENT LLC
Subcategory: Real Property
Assessment Code: 0000949109
Property Address:

601 E 3RD ST STE 215

ALTON, IL 62002-6318

COS Parcel:

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision:

Legal Description:

W2 & TR A IN W2 NE4 LESS R/W, DITCH & PT SOLD PLATS A & E 395.63AC & RR R/W &
 COS 1467 TR C IN NE4 LESS PT SOLD PLATS C1 & E3 33.21AC

Last Modified: 8/25/2015 3:46:15 PM

General Property Information

Neighborhood: 027

Property Type: FR - Farmstead Rural

Living Units: 1

Levy District: 04-1598-40-3

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Fronting: 0 - None

Utilities: 7, 8

Parking Type: 1 - Off Street

Access: 2

Parking Quantity: 2 - Adequate

Location: 0 - Rural Land

Parking Proximity: 3 - On Site

Land Summary

Land Type	Acres	Value
Owners		

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Ag/Forest Land

Choose Parcel Search Criteria:

X Property Record Card

Tax Year 2016

Print

X 0

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-10-1-01-03-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey: PLAT C

Subdivision:

Legal Description:

S10, T14 N, R21 W, ACRES 10.73, IN NE4

Last Modified: 8/25/2015 3:40:58 PM

General Property Information

Neighborhood: 015

Living Units: 0

Zoning:

Linked Property:

Property Type: AR - Agricultural Rural

Levy District: 04-1598-40-3

Ownership %: 100

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Utilities: 0

Access: 0

Location: 0 - Rural Land

Land Summary

Land Type
GrassAcres
17.020Value
00.00

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

Property Record Card
Tax Year 2016
Print

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-13-2-01-11-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey: PLAT C & B

Subdivision:

Legal Description:

S13, T14 N, R21 W, ACRES 69, IN SE4 SW4 & IN E2 NW4 24-14-21 PLANT SITE

Last Modified: 12/23/2015 7:38:53 PM

General Property Information

Neighborhood: 027

Living Units: 0

Zoning:

Linked Property:

Subcategory: Industrial Real Property

Assessment Code: 0000948401

Property Address: 14377 PULP MILL RD

MISSOULA, MT 59808

COS Parcel: XXX

Property Type: IR - Industrial Rural

Levy District: 04-3598-40-5

Ownership %: 100

Linked Property	Link Type	
04-0000948401-001	Real Property/Personal Property Link	View
04-2324-24-1-01-01-0000	2 - Commercial (tieback is primary parcel)	View
04-2324-13-2-01-01-0000	3 - Agricultural (tieback is primary parcel)	View
04-2324-14-1-01-01-0000	2 - Commercial (tieback is primary parcel)	View

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 1

Utilities: 7, 9

Access: 1

Owners

Fronting: 2 - Secondary Artery

Parking Type: 3 - On and Off Street

Parking Quantity: 2 - Adequate

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

X Property Record Card

Tax Year 2016

Print

NOTE: The parcel for this owner cannot be mapped.

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-13-2-01-05-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey: 6462

Subdivision:

Legal Description:

W2 PORTION OF NE4 & SE4 LESS COS 6462

Last Modified: 12/5/2015 7:21:13 PM

General Property Information

Neighborhood: 027

Living Units: 0

Zoning:

Linked Property:

Property Type: IR - Industrial Rural

Levy District: 04-1598-40-3

Ownership %: 100

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Utilities: 7, 8, 9

Access: 2

Location: 0 - Rural Land

Land Summary

Fronting: 0 - None

Parking Type:

Parking Quantity:

Parking Proximity:

Land Type
GrassAcres
0.000Value
00.00

Owners

Appraisals

Market Land Info


Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

X Property Record Card
Tax Year **2016** 
[Print](#)

By Owner


















County:

MISSOULA 

Owner Name:

m2green**SEARCH**

Choose Owner Name...

[M2GREEN REDEVELOPMENT LLC](#) 
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

Summary

Primary Information

Property Category: RP
Geocode: 04-2324-13-4-01-04-0000
Primary Owner:
M2GREEN REDEVELOPMENT LLC
601 E 3RD ST STE 215
ALTON, IL 62002-6318

Subcategory: Real Property
Assessment Code: 0415205003
Property Address: MULLAN RD
MISSOULA, MT 59808
COS Parcel: TRACT 4

NOTE: See the Owner tab for all owner information

Certificate of Survey: 5458**Subdivision:****Legal Description:**

S13, T14 N, R21 W, C.O.S. 6468, PARCEL TRACT 4, ACRES 15.27, IN S2

Last Modified: 12/5/2015 7:21:12 PM

General Property Information

Neighborhood: 027**Property Type:** AR - Agricultural Rural**Living Units:** 0**Levy District:** 04-1598-40-3**Zoning:****Ownership %:** 100**Linked Property:**

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:**General:** 0**Limited:** 0

Property Factors

Topography: 8**Fronting:** 0 - None**Utilities:** 7, 8**Parking Type:** 1 - Off Street**Access:** 1**Parking Quantity:** 2 - Adequate**Location:** 0 - Rural Land**Parking Proximity:** 3 - On Site

Land Summary

Land Type	Acres	Value
Gravels	15.270	00.00

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

X Property Record Card

Tax Year 2016

Print

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-11-1-01-09-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey:

Subdivision:

Legal Description:

S11, T14 N, R21 W, NW4 NW4

Last Modified: 8/25/2015 3:46:11 PM

General Property Information

Neighborhood: 027

Living Units: 0

Zoning:

Linked Property:

Property Type: AR - Agricultural Rural

Levy District: 04-1598-40-3

Ownership %: 100

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Utilities: 0

Access: 2

Location: 0 - Rural Land

Land Summary

Fronting: 0 - None

Parking Type:

Parking Quantity:

Parking Proximity:

Land Type

Grazing

Acres

40.000

Value

00.00

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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M2GREEN REDEVELOPMENT LLC
M2GREEN REDEVELOPMENT LLC

By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

X Property Record Card

Tax Year 2016

Print

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-13-4-01-05-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey: 6468

Subdivision:

Legal Description:

S13, T14 N, R21 W, C.O.S. 6468, PARCEL TRACT 3, ACRES 20, 1N S2

Last Modified: 12/5/2015 7:21:13 PM

General Property Information

Neighborhood: 027

Living Units: 0

Zoning:

Linked Property:

Property Type: AR - Agricultural Rural

Levy District: 04-1598-40-3

Ownership %: 100

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Utilities: 7, 8

Access: 1

Location: 0 - Rural Land

Land Summary

Fronting: 0 - None

Parking Type: 1 - Off Street

Parking Quantity: 2 - Adequate

Parking Proximity: 3 - On Site

Land Type

Grass

Acres

20.000

Value

00.00

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
M2GREEN REDEVELOPMENT LLC
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M2GREEN REDEVELOPMENT LLC

By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

X Property Record Card

Tax Year 2016

Print

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-13-2-01-02-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey: 5468

Subdivision:

Legal Description:

S13, T14N, R21W, C.O.S. 6468, PARCEL TRACT 2, ACRES 53.52, SW4 NW4

Last Modified: 12/5/2015 7:21:13 PM

General Property Information

Neighborhood: 027

Living Units: 0

Zoning:

Linked Property:

Property Type: IP - Industrial Rural

Levy District: 04-1598-40-3

Ownership %: 100

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Utilities: 7, 8, 9

Access: 2

Location: 0 - Rural Land

Land Summary

Land Type

Grazing

Acres

0.000

Value

00.00

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
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M2GREEN REDEVELOPMENT LLC

By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

X Property Record Card

Tax Year 2016

Print

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-13-4-01-09-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey: 1095

Subdivision:

Legal Description:

S13, T14 N, R21 W, C.O.S. 1095, PARCEL TRACT B, ACRES 1.24

Last Modified: 11/18/2015 7:18:57 PM

General Property Information

Neighborhood: 027

Property Type: FR - Farmstead Rural

Living Units: 1

Levy District: 04-1598-40-3

Zoning:

Ownership %: 100

Linked Property:

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Fronting: 0 - None

Utilities: 7, S

Parking Type: 1 - Off Street

Access: 1

Parking Quantity: 2 - Adequate

Location: 0 - Rural Land

Parking Proximity: 3 - On Site

Land Summary

Land Type

Acres

Value

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land

Choose Parcel Search Criteria:

By Owner

County:

MISSOULA

Owner Name:

m2green

SEARCH

Choose Owner Name...

M2GREEN REDEVELOPMENT LLC
M2GREEN REDEVELOPMENT LLC
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M2GREEN REDEVELOPMENT LLC

By Geocode

By Assessment

By Certificate of Survey

By Address

By Subdivision

X Property Record Card

Tax Year 2016

Print

Summary

Primary Information

Property Category: RP

Geocode: 04-2324-23-1-01-01-0000

Primary Owner:

M2GREEN REDEVELOPMENT LLC

601 E 3RD ST STE 215

ALTON, IL 62002-6318

NOTE: See the Owner tab for all owner information

Certificate of Survey: PLAT B

Subdivision:

Legal Description:

S23, T14 N, R21 W, ACRES 400, IN E2 & E2 NW4

Last Modified: 12/23/2015 7:38:54 PM

General Property Information

Neighborhood: 027

Living Units: 0

Zoning:

Linked Property:

Property Type: IR - Industrial Rural

Levy District: 04-1598-40-3

Ownership %: 100

No linked properties exist for this property

Exemptions:

No exemptions exist for this property

Condo Ownership:

General: 0

Limited: 0

Property Factors

Topography: 8

Utilities: 0

Access: 0

Location: 0 - Rural Land

Land Summary

Fronting: 0 - None

Parking Type:

Parking Quantity:

Parking Proximity:

Land Type	Acres	Value
Grazing	66.702	00.00

Owners

Appraisals

Market Land Info

Dwellings

Other Buildings/Improvements

Commercial

Ag/Forest Land



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

1595 Wynkoop Street
DENVER, CO 80202-1129
Phone 800-227-8917
<http://www.epa.gov/region08>

SEP 02 2014

Ref: 8ENF-RC

**SPECIAL NOTICE LETTER
URGENT LEGAL MATTER
PROMPT REPLY NECESSARY
CERTIFIED MAIL: RETURN RECEIPT REQUESTED
7008 3230 0003 0725 8495**

Raymond S. Stillwell
President and General Counsel
M2 Green Redevelopment, LLC
601 East 3rd Street, Suite 302
Alton, IL 62002

Re: Special Notice Letter for the Smurfit Stone Mill Site
Missoula, Missoula County, Montana

Dear Mr. Stillwell:

This letter follows the general notice letter that the U.S. Environmental Protection Agency (EPA) sent to the M2 Green Redevelopment, LLC (M2 Green) on May 2, 2014, in connection with the Smurfit Stone Mill Site (Site), located near Missoula, Montana. In that letter, the EPA notified M2 Green of its potential responsibility under Section 107(a) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA" or "Superfund"), 42 U.S.C. § 9607(a) for the cleanup of the Site, including all costs incurred by the EPA in responding to releases at the Site. The EPA is now contacting M2 Green in an attempt to resolve its responsibility at the Site.

Background

Based on an extensive review of records related to the release and/or disposal of hazardous substances at the Site, the EPA identified M2 Green as a responsible party (PRP) that contributed hazardous substances to the Site. Under the federal Superfund law, M2 Green and the other PRPs at the Site are responsible for the costs of cleaning up the Site. The EPA has plans to perform a remedial investigation and feasibility study (RI/FS) at the Site in order to identify locations where hazardous waste is located. The final RI/FS report will identify various response actions needed to address hazardous waste at the Site.

Special Notice and Negotiation Moratorium

The EPA has determined that use of the special notice procedures set forth in Section 122(e) of CERCLA, 42 U.S.C. § 9622(e) may facilitate a settlement between M2 Green, the other PRPs, and the EPA for performance of a RI/FS at the Site. A remedial investigation (RI) identifies site characteristics and defines the nature and extent of soil, air, surface water and groundwater contamination at the Site and the risks posed by the Site. A feasibility study (FS) evaluates different clean-up options for the Site.

Under Section 122(e), this letter triggers a sixty (60)-day moratorium on certain EPA response activities at the Site. During this 60-day period, M2 Green and the other PRPs are invited to participate in formal negotiations with the EPA in an effort to reach a settlement to conduct or finance the RI/FS. The 60-day negotiation period ends 60 days after the receipt of this letter. The 60-day negotiation moratorium will be extended for an additional thirty (30) days if PRPs provide the EPA with a "good faith offer" to conduct or finance the RI/FS. Under this 90-day negotiation moratorium, negotiations will conclude on 90 days after the receipt of this letter. If settlement is reached between the EPA and the PRPs within the 90-day negotiation moratorium, the settlement will be embodied in an administrative order on consent (AOC) for RI/FS.

Good Faith Offer

A proposed AOC and Statement of Work (SOW) is enclosed to assist M2 Green in developing a "good faith offer." As indicated, the 60-day negotiation moratorium triggered by this letter is extended for 30 days if the PRPs submit a "good faith offer" to the EPA. A "good faith offer" to conduct or finance the RI/FS is a written proposal that demonstrates the PRPs' qualifications and willingness to conduct or finance the RI/FS and includes the following elements:

A statement of willingness by the PRPs to conduct or finance an RI/FS that is consistent with EPA's Statement of Work and draft AOC and provides a sufficient basis for further negotiations;

A paragraph-by-paragraph response to the EPA's Statement of Work and draft AOC;

A detailed description of the work plan identifying how the PRPs plan to proceed;

A demonstration of the PRPs' technical capability to carry out the RI/FS, including the identification of the firm(s) that may actually conduct the work or a description of the process they will use to select the firm(s);

A demonstration of the PRPs' capability to finance the RI/FS;

A statement of willingness by the PRPs to reimburse the EPA for costs incurred in overseeing the PRPs' conduct of the RI/FS; and

The name, address, and phone number of the party(ies) or steering committee member(s) who will represent the PRPs in negotiations.

Demand for Reimbursement of Costs

With this letter, the EPA demands that you reimburse the EPA for its costs incurred to date, and encourages you to voluntarily negotiate an AOC in which M2 Green and other PRPs agree to perform the RI/FS.

In accordance with Section 104 of CERCLA, 42 U.S.C. § 9604, the EPA has already taken certain response actions and incurred certain costs in response to conditions at the Site. These response actions include site investigations and a removal assessment at the Site under the authority of the Superfund Program. On August 20, 2012, the EPA produced an "Analytical Results Report for a Combined Site Inspection and Removal Assessment" for the Site. Field work and sampling activities were conducted on surface and subsurface soil and sediment and on surface water and groundwater.

The EPA is seeking to recover from M2 Green and other PRPs at the Site, its response costs and all the interest authorized to be recovered under Section 107(a) of CERCLA. To date, the response costs for the Site (from 10/01/1980-03/31/2013) are approximately \$673,809.

Under Section 107(a) of CERCLA, the EPA hereby makes a demand for payment from M2 Green and other PRPs for the above amount plus all interest authorized to be recovered under Section 107(a). A summary of these costs is enclosed as Attachment A.

Some or all of the costs associated with this notice may be covered by current or past insurance policies issued to M2 Green. Most insurance policies will require that the company notify its carrier(s) of a claim against it in a timely manner. To evaluate whether the M2 Green should notify its insurance carrier(s) of this demand, M2 Green may wish to review current and past policies, beginning with the date of M2 Green's first contact with the Smurfit Stone Mill Site, up to the present. Coverage depends on many factors, such as the language of the particular policy and state law.

In the event that M2 Green files for protection in a bankruptcy court, it must include the EPA as creditor, because the EPA has a potential claim against M2 Green. The EPA reserves the right to file a proof of claim or application for reimbursement of administrative expenses.

PRP Steering Committee

To assist PRPs in negotiating with the EPA concerning this matter, the EPA is attaching to this letter a list of the names and addresses of other PRPs to whom it is sending this Notice.

The EPA recommends that all PRPs meet to select a steering committee responsible for representing the group's interests. The EPA recognizes that the allocation of responsibility among PRPs may be difficult. If PRPs are unable to reach consensus among themselves, we encourage the use of the services of a neutral third party to help allocate responsibility. Third parties are available to facilitate negotiations. At the PRPs' request, the EPA will provide a list of experienced third-party mediators, or help arrange for a mediator.

Administrative Record

The documentation supporting the proposal to list the Site on the National Priorities List is available at the Missoula Public Library, 301 E. Main Street, Missoula, Montana 59802. In addition, the EPA will establish an administrative record that contains documents that will serve as the basis for the EPA's selection of a cleanup at the Site. The administrative record will be located at the Missoula Public Library. The administrative record will be available to you and the public for inspection and comment. The administrative record will also be available upon appointment at the Superfund Records Center, EPA Region 8, at 1595 Wynkoop Street, Denver, Colorado 80202. M2 Green may wish to review the documents to assist in responding to this letter, but its review should not delay such response beyond the 60-day period provided by CERCLA.

PRP Response and EPA Contact Person

M2 Green is encouraged to contact the EPA, within 10 days of its receipt of this letter, to indicate its willingness to participate in future negotiations concerning this Site. You may respond individually or through a steering committee if such a committee has been formed. If the EPA does not receive a timely response, the EPA will assume that you do not wish to negotiate a resolution of your liabilities in connection with the Site, and that you have declined any involvement in performing the response activities.

Your response to this Special Notice Letter and the demand for costs included herein, including written proposals to perform the RI/FS for the Site, should be sent to:

U.S. Environmental Protection Agency
Amelia Piggott, Enforcement Attorney (8ENF-RC)
1595 Wynkoop Street
Denver, CO 80202
piggott.amelia@epa.gov
303-312-6410

The factual and legal discussions in this letter are intended solely to provide notice and information, and such discussions are not to be construed as a final EPA position on any matter set forth herein. Due to the seriousness of the environmental and legal problems posed by the conditions at the Site, the EPA urges that you give immediate attention and prompt response to this letter.

In addition, the EPA has notified the Federal and State Natural Resource Trustees of its intention to perform or enter into negotiations for the performance of response actions at the Site.

If you have any questions regarding the technical aspects of this letter, please contact Sara Sparks, Remedial Project Manager, at 406-782-7415. If you have an attorney handling your legal matters, please direct his or her questions to Amelia Piggott, Enforcement Attorney, at 303-312-6410.

We and our staff look forward to working with you during the coming months.

Sincerely,

Signature
Page inadvertently
not copied from
original.

Kelcey Land, Director
RCRA/CERCLA Technical Enforcement Program
Office of Enforcement, Compliance,
and Environmental Justice

Andrea Madigan
Supervisory Attorney
Legal Enforcement Program
Office of Enforcement, Compliance
and Environmental Justice

Enclosures

cc: Montana Governor Steve Bollock
Robert Collins, MT NR Trustee
Robert Stewart, DOI
Amelia Piggott, 8ENF-L
Sara Sparks, 8MO
Rob Parker, 8EPR-AR
Sharon Abendschan, 8ENF-RC
Dianna Lim, 8EPR-PS
Elizabeth Tempkin, Tempkin, Wiegla, & Hardt, LLP



List of PRPs Receiving Special Notice Letters
Regarding Superfund Liability for the Smurfit Stone Site

PRP	Legal Counsel
Rock Tenn James Rubright Chairman and Chief Executive Officer 504 Thrasher Street Norcross, GA 30071	Rock Tenn Roy Cobb, Esq. Senior Environmental Counsel Six City Place Drive Creve Coeur, Missouri 63141 314-656-5364
Rock Tenn Nina E. Butler Senior Vice President & Environmental Counsel 504 Thrasher Street Norcross, GA 30071 770-638-7597	
Montana Rail Link Thomas Walsh, President 101 International Drive Missoula, MT 59808 406-523-1434	Washington Corporations Karl M. Swanson 101 International Drive Missoula, MT 59808 406-523-1399
BNSF Railway Company Matthew Rose Chairman and Chief 2650 Lou Menk Drive Ft. Worth, TX 76131-2830	BNSF Railway Company Brooke Kuhl General Attorney 201 West Railroad Street Missoula, MT 59801 406-543-0019
BNSF Railway Company Mark Engdahl Manager of Environmental Remediation 800 North Lost Chance Gulch, Suite 101 Helena, MT 59601	
M2Green Redevelopment, LLC Raymond S. Stillwell President and General Counsel 601 East 3 rd Street, Suite 302 Alton, IL 62002 618-465-7277	Tempkin, Wielga, & Hardt, LLP Elizabeth Tempkin, Esq. Ryan Skylar, Esq. 1900 Wazee Street, Suite 303 Denver, CO 80211 303-292-4922

List of PRPs Receiving Special Notice Letters
Regarding Superfund Liability for the Smurfit Stone Site

PRP

International Paper
John Vincent Faraci
Chairman CEO
6400 Poplar Avenue
Memphis, TN 38197

Legal Counsel

International Paper
Brian E. Heim, Chief Counsel
Legal Department
6400 Poplar Avenue
Memphis, TN 38197

Certified By Financial Management Office

Itemized Cost Summary

SMURFIT STONE MILL, MISSOULA, MT SITE ID = A8 04
FULL COST SUMMARY REPORT - ALL INCLUSIVE - (CRP# 164516)
COSTS FROM 10/01/1980 THROUGH 03/31/2013

REGIONAL PAYROLL COSTS	\$46,006.58
HEADQUARTERS PAYROLL COSTS	\$1,476.63
REGIONAL TRAVEL COSTS	\$5,048.78
ACCEPTANCE CONTRACTS	
CHEMTECH CONSULTING GROUP, INC. (EPW09038)	\$5,957.25
ENFORCEMENT SUPPORT SERVICES (ESS)	
TOEROEK ASSOC. INC. (EPR80910)	\$22,550.80
SUPERFUND TECHNICAL ASSIST RESPONSE (ST3)	
URS OPERATING SERVICES INC. (EPW05050)	\$312,686.86
TECHNICAL AND ANALYTICAL SUPPORT SERVICES	
COMPUTER SCIENCES CORPORATION (EPW10016)	\$42,723.26
TECHNICAL SERVICES AND SUPPORT (TSSO)	
COMPUTER SCIENCES CORP (EPW06046)	\$1,990.52
CONTRACT LAB PROGRAM (CLP) COSTS	
FINANCIAL COST SUMMARY	\$43,643.53
EPA INDIRECT COSTS	\$191,724.93
Total Site Costs:	<u><u>\$873,809.14</u></u>

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

UL SEP 03 2014

Raymond S. Stillwell
President and General Counsel
M2 Green Redevelopment, LLC
601 East 3rd Street, Suite 302
Alton, IL 62002

2. Article Number
(Transfer from service label)

17008 3230 0003 0725 8495

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from Item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

SEP 09 2014

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

Lien Information/
Correspondence

SENDER. COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MAR 10 2016

Ray Stillwell, President
and General Counsel
M2 Green Redevelopment, LLC
601 East 3rd Street, Ste. 302
Alton, IL 62002

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Signature]

☐ Agent

☐ Addressee

B. Received by (Printed Name)

Ray Stillwell

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7009 3410 0000 2600 8121

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

1595 Wynkoop Street
Denver, CO 80202-1129
Phone 800-227-8917
www.epa.gov/region08

MAR 10 2016

Ref: 8ENF-RC

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Ray Stillwell, President and General Counsel
M2 Green Redevelopment, LLC
601 East 3rd Street, Suite 302
Alton, Illinois 62002

Re: Notice of Intent to File Superfund Lien; Smurfit Stone Mill Superfund Site;
Missoula, Missoula County, Montana

Dear Mr. Stillwell:

Under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as the federal "Superfund" law, the U.S. Environmental Protection Agency is responsible for responding to the release or threat of release of hazardous substances, pollutants or contaminants into the environment and for cleaning up or otherwise addressing any contamination that has already occurred. The EPA has documented that such a release has occurred at the Smurfit Stone Mill Superfund Site (Site) located in Missoula, Missoula County, Montana. The EPA has spent public funds to investigate releases of hazardous substances or potential releases of hazardous substances at the Site. Based on information presently available to the EPA, the EPA has determined that M2 Green Redevelopment, LLC (M2 Green) may be responsible under CERCLA for cleanup of the Site or costs the EPA has incurred in cleaning up the Site.

Explanation of Potential Liability

Under CERCLA, specifically Sections 106(a) and 107(a), potentially responsible parties (PRPs) may be required to perform cleanup actions to protect the public health, welfare, or the environment. PRPs may also be responsible for costs incurred by the EPA in cleaning up the Site, unless the PRP can show divisibility or any of the other statutory defenses. PRPs include current and former owners and operators of a site, as well as persons who arranged for treatment and/or disposal of any hazardous substances found at the site, and persons who accepted hazardous substances for transport and selected the site to which the hazardous substances were delivered.

Based on the information collected, the EPA believes that M2 Green may be liable under Section 107(a) of CERCLA with respect to the Site, as a current owner of the Site.

Actions Taken at the Site

In accordance with section 104 of CERCLA, 42 U.S.C. § 9604, the EPA has taken response actions and incurred certain costs by addressing conditions at the Site, including conducting oversight of remedial investigation work and performing a Preliminary Assessment (PA) and Site Investigation (SI) in order to gain a basic understanding of any risks posed to human health and/or the environment by releases or threatened releases from the Site.

Notice of Intent to File Lien

Section 107(I) of CERCLA, 42 U.S.C. § 9607(I) provides that all response costs for which a person is liable to the United States shall constitute a lien in favor of the United States upon all real property and rights to such property which: (1) belong to such person, and (2) are subject to or affected by a removal or remedial action. Such a Superfund lien applies to all property owned by the potentially responsible party upon which the response action has been taken, not just the portion of the property directly affected by cleanup activities.

As a result of the response actions taken or to be taken by the EPA, the EPA hereby notifies M2Green of the Agency's intent to file a lien against M2Green's property that is subject to the EPA's response actions at the Site. The addresses and legal descriptions of the properties subject to the EPA's lien is included in Enclosure 1 to this letter.

The EPA has established a Lien Filing Record consisting of documents relating to its decision to file a notice of the lien. An index of this Record is included in Enclosure 2 to this letter. The Lien Filing Record is kept at the EPA Region 8 offices, and may be reviewed and copied at reasonable times by prior arrangement with:

Amelia Piggott
Enforcement Attorney
U.S. Environmental Protection Agency, Region 8
1595 Wynkoop Street
Denver, Colorado 80202-1129
(303) 312-6410

M2Green may notify the EPA in writing within ten (10) calendar days from the date of the mailing of this letter if the company believes that the EPA's information or belief supporting the filing of a lien is in error. Also within those ten (10) days, M2Green may request in writing to meet with a neutral EPA official to present any information M2Green has to show that the EPA does not have a reasonable basis on which to file a notice of lien. M2Green should describe this information in its written request to meet with an EPA official. Any written submissions or request for a meeting should reference the Site and be addressed to the above-referenced regional attorney.

If M2Green would like an informal meeting with EPA staff, in person or by telephone, prior to submitting anything in writing, or prior to meeting with a neutral EPA official selected to review

M2Green's written submission, please contact Amelia Piggott, whose address and telephone number appear above.

If the EPA receives a written submission or a request for a meeting from M2Green within ten (10) calendar days from the date of the mailing of this letter, the EPA will review M2Green's submission or request for a meeting. If the EPA agrees, based on M2Green's submission, that it does not have a reasonable basis to file a notice of a lien on the Property, the EPA will not file its notice of lien and will so notify the company. If the EPA still believes there is a reasonable basis on which to file a lien, M2Green's written submission or request will be referred, along with the Lien Filing Record, to a neutral EPA official selected for the purpose of reviewing the submission or for conducting the meeting. M2Green may choose to attend a meeting via a telephone conference or in person. The EPA will be represented by its enforcement staff, including a representative from the Legal Enforcement Program. M2Green may be represented by counsel. The meeting will be held before a neutral EPA official. This will be an informal meeting in which M2Green may provide the EPA with information explaining why the EPA's position requires reconsideration. The meeting will not be conducted under rules of evidence or under formal administrative or judicial procedures. The sole issue at the meeting will be whether the EPA has a reasonable basis under CERCLA Section 107(l), 42 U.S.C. § 9607(l), on which to file a notice of a lien.

After reviewing M2Green's written submission, or conducting a meeting if one is requested, the neutral EPA official will issue a recommended decision based upon the Lien Filing Record, as well as any written submission and any information provided at the meeting. The recommended decision will state whether the EPA has a reasonable basis to file a notice of lien and will be forwarded to an EPA official authorized to execute liens. M2Green will be furnished a copy of the recommended decision and notified of the Agency's action.

Neither M2Green nor the EPA waives or is prohibited from asserting any claims or defenses in any subsequent legal or administrative proceeding by the submission of information, a request for and participating at a meeting, or issuance of a recommended decision by a neutral EPA official that the EPA has, or does not have, a reasonable basis on which to file a notice of lien.

Information that May Assist You

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Technical Enforcement Program
Office of Enforcement Compliance
and Environmental Justice



Andrea Madigan, Supervisory Attorney
Legal Enforcement Program
Office of Enforcement Compliance
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Enclosures

cc: Amelia Piggott, 8ENF-L
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and General Counsel

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Street, Apt. No. or PO Box No. 601 East 3rd Street, Ste. 302
City, State, ZIP Alton, IL 62002

PS Form 3800, August 2006

See Reverse for Instructions

7009 3410 0000 2600 8121



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

1595 Wynkoop Street
Denver, CO 80202-1129
Phone 800-227-8917
www.epa.gov/region08

Ref: 8ENF-RC

VIA CERTIFIED MAIL
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Ray Stillwell, President and General Counsel
M2 Green Redevelopment, LLC
601 East 3rd Street, Suite 302
Alton, Illinois 62002

Re: Notice of Intent to File Superfund Lien; Smurfit Stone Mill Superfund Site;
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Office of Enforcement Compliance
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Concurrence Copy

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*Salvatore
SENF-RC
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ENF-V
3.3.16*

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Signature lines are adjusted on signature copy.
SA →

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